

1.

Legislative Calendar

Documents:

7-10-2017.pdf

2.

Proposed Ordinances

Documents:

PROPOSED ORD. 91-17.pdf

PROPOSED ORD. 92-17.pdf

PROPOSED ORD. 93-17.pdf

PROPOSED ORD. 94-17.pdf

PROPOSED ORD. 95-17.pdf

PROPOSED ORD. 96-17.pdf

PROPOSED ORD. 97-17.pdf

PROPOSED ORD. 35-17.pdf

3.

Contracts

Documents:

A-22-17 NCWEB.pdf

A-29-17 NCWEB.pdf

A-31-17 NCWEB.pdf

A-32-17 NCWEB.pdf

A-35-17 NCWEB.pdf

E-154-17 NCWEB.pdf

E-155-17 NCWEB.pdf

E-156-17 NCWEB.pdf

E-157-17 NCWEB.pdf

E-158-17 NCWEB.pdf

U-40-17 NCWEB.pdf

U-41-17 NCWEB.pdf

4.

Meeting Agenda

Documents:

R-7-10-17.docx

Public Notice

**THE NASSAU COUNTY LEGISLATURE
WILL HOLD A MEETING OF THE
RULES COMMITTEE**

ON

MONDAY, JULY 10, 2017 AT 1:00 P.M.

IN

THE PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER
THEODORE ROOSEVELT EXECUTIVE AND LEGISLATIVE BUILDING
1550 FRANKLIN AVENUE, MINEOLA, NEW YORK 11501

MICHAEL C. PULTZER

Clerk of the Legislature

Nassau County, New York

DATED: June 30, 2017

Mineola, NY

As per the Nassau County Fire Marshall's Office, the Legislative Chamber has a maximum occupancy of 251 people and the outer chamber which will stream the meeting live, has a maximum occupancy of 72. Passes will be distributed on a first come first served basis beginning one half hour before the meeting begins and attendees will be given an opportunity to sign in to address the Legislature for a maximum of three minutes. **Public comment is limited to Agenda items.** The Nassau County Legislature is committed to making its public meetings accessible to individuals with disabilities and every reasonable accommodation will be made so that they can participate. Please contact the Office of the Clerk of the Legislature at 571-4252, or the Nassau County Office for the Physically Challenged at 227-7101 or TDD Telephone No. 227-8989 if any assistance is needed. Every Legislative meeting is streamed live on <http://www.nassaucountyny.gov/agencies/Legis/index.html>.

LEGISLATIVE CALENDAR

NASSAU COUNTY LEGISLATURE
TWENTYETH MEETING
SEVENTH MEETING OF 2017

MINEOLA, NEW YORK
JULY 10, 2017 1:00 P.M.

THE NASSAU COUNTY LEGISLATURE IS COMMITTED TO MAKING ITS PUBLIC MEETING ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES. IF, DUE TO A DISABILITY, YOU NEED AN ACCOMMODATION OR ASSISTANCE TO PARTICIPATE IN THE PUBLIC MEETING OR TO OBTAIN A COPY OF THE TRANSCRIPT OF THE PUBLIC HEARING IN AN ALTERNATIVE FORMAT IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT, PLEASE CONTACT THE OFFICE OF THE CLERK OF THE LEGISLATURE AT 571-4252, OR THE NASSAU COUNTY OFFICE FOR THE PHYSICALLY CHALLENGED AT 227-7101 OR TDD TELEPHONE NO. 227-8989. AS PER THE NASSAU COUNTY FIRE MARSHAL'S OFFICE, THE PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER HAS A MAXIMUM OCCUPANCY OF 251 PEOPLE AND THE OUTER CHAMBER WHICH WILL STREAM THE MEETING LIVE, HAS A MAXIMUM OCCUPANCY OF 72. PASSES WILL BE DISTRIBUTED ON A FIRST COME FIRST SERVED BASIS BEGINNING ONE HALF HOUR BEFORE MEETING TIME.

EVERY LEGISLATIVE MEETING IS STREAMED LIVE ON
<http://www.nassaucountyny.gov/agencies/Legis/index.html>.

1. **HEARING ON LOCAL LAW NO. -2017**

A LOCAL LAW TO AMEND THE ADMINISTRATIVE CODE OF NASSAU COUNTY WITH RESPECT TO IMPOSITION OF WIRELESS COMMUNICATION SERVICE SURCHARGES PURSUANT TO THE AUTHORITY OF TAX LAW TO §186-G. 241-17(OMB)

2. **HEARING ON LOCAL LAW NO. -2017**

A LOCAL LAW TO AMEND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY IN RELATION TO THE CODE OF ETHICS. 269-17(LE)

3. **PROPOSED LOCAL LAW NO. -2017**

A LOCAL LAW TO AMEND THE ADMINISTRATIVE CODE OF NASSAU COUNTY WITH RESPECT TO IMPOSITION OF WIRELESS COMMUNICATION SERVICE SURCHARGES PURSUANT TO THE AUTHORITY OF TAX LAW TO §186-G. 241-17(OMB)

4. **PROPOSED LOCAL LAW NO. -2017**

A LOCAL LAW TO AMEND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY IN RELATION TO THE CODE OF ETHICS. 269-17(LE)

5. **ORDINANCE NO. 35-2017**

AN ORDINANCE TO REGULATE COUNTY RIGHTS-OF-WAY IN RELATION TO UTILITIES. 129-17(LE)

6. **ORDINANCE NO. 91-2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DISTRICT ATTORNEY'S OFFICE. 244-17(OMB)

7. **ORDINANCE NO. 92-2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 260-17(OMB)

8. **ORDINANCE NO. 93-2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE HEALTH DEPARTMENT. 262-17(OMB)

9. **ORDINANCE NO. 94-2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION
ORDINANCE IN CONNECTION WITH THE HEALTH DEPARTMENT.
263-17(OMB)

10. **ORDINANCE NO. 95-2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION
ORDINANCE IN CONNECTION WITH THE HEALTH DEPARTMENT.
264-17(OMB)

11. **ORDINANCE NO. 96-2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION
ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 265-17(OMB)

12. **ORDINANCE NO. 97-2017**

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION
ORDINANCE IN CONNECTION WITH THE POLICE DEPARTMENT. 266-17(OMB)

13. **RESOLUTION NO. 141-2017**

A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE
AND SETTLE THE CLAIMS OF PLAINTIFF, ANTOINE TAYLOR, AS SET FORTH
IN THE ACTION ENTITLED MARGARET DOWDELL AND MICHELLE SHRIKI,
ET AL V. JOHN E. IMHOF, AS COMMISSIONER, CV-10-1332(SJF) (ARL)
PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF
NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE.
280-17(AT)

14.

RESOLUTION NO. 142-2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DISTRICT ATTORNEY'S OFFICE AND JACK AND JILL OF AMERICA, INC. 248-17(DA)

15.

RESOLUTION NO. 143-2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND THE AGRICULTURAL SOCIETY OF QUEENS, NASSAU AND SUFFOLK COUNTIES, INC. 249-17(PK)

16.

RESOLUTION NO. 144-2017

A RESOLUTION AUTHORIZING THE COUNTY OF NASSAU TO FILE AN APPLICATION FOR FEDERAL ASSISTANCE WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. 267-17(HS)

17.

RESOLUTION NO. 145-2017

A RESOLUTION AMENDING RESOLUTION 448-2001, AS AMENDED, ENTITLED "DESIGNATING BANKS AND TRUST COMPANIES FOR THE DEPOSIT OF MONIES RECEIVED BY THE COUNTY TREASURER.". 240-17(TR)

18.

RESOLUTION NO. 146-2017

A RESOLUTION TO APPOINT BOBBY K. KALOTEE AS A DIRECTOR TO THE BOARD OF THE NASSAU HEALTH CARE CORPORATION. 270-17(LE)

19.

RESOLUTION NO. 147-2017

A RESOLUTION TO ACCEPT A GIFT OFFERED BY A DONOR TO THE NASSAU COUNTY POLICE DEPARTMENT. 250-17(PD)

20.

RESOLUTION NO. 148-2017

A RESOLUTION AUTHORIZING THE COUNTY OF NASSAU TO PARTICIPATE IN A FEDERAL AID TRANSPORTATION PROJECT PROVIDING FOR MERRICK ROAD OVER MILBURN CREEK BRIDGE REHABILITATION, PIN 0761.37, BIN 330020-2 AND AUTHORIZING THE COUNTY EXECUTIVE OF THE COUNTY OF NASSAU TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION FOR THE ADVANCEMENT OF SAID FEDERAL AID TRANSPORTATION PROJECTS IN NASSAU COUNTY, NEW YORK. 254-17(PW)

21.

RESOLUTION NO. 149-2017

A RESOLUTION AUTHORIZING THE COUNTY OF NASSAU TO PARTICIPATE IN A FEDERAL AID TRANSPORTATION PROJECT PROVIDING FOR VARIABLE MESSAGE SIGNS, CAPITAL PROJECT 62175, PIN 0760.40 AND AUTHORIZING THE COUNTY EXECUTIVE OF THE COUNTY OF NASSAU TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION FOR THE ADVANCEMENT OF SAID FEDERAL AID TRANSPORTATION PROJECTS IN NASSAU COUNTY, NEW YORK. 255-17(PW)

22.

RESOLUTION NO. 150-2017

A RESOLUTION AUTHORIZING THE COUNTY OF NASSAU TO PARTICIPATE IN A FEDERAL AID TRANSPORTATION PROJECT PROVIDING FOR EXPANSION OF COUNTY'S EXISTING FIBER NETWORK ASSOCIATED WITH TRAFFIC SIGNALS, CAPITAL PROJECT 62181, PIN 0760.41 AND AUTHORIZING THE COUNTY EXECUTIVE OF THE COUNTY OF NASSAU TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION FOR THE ADVANCEMENT OF SAID FEDERAL AID TRANSPORTATION PROJECTS IN NASSAU COUNTY, NEW YORK. 256-17(PW)

23.

RESOLUTION NO. 151-2017

A RESOLUTION AUTHORIZING THE COUNTY OF NASSAU TO PARTICIPATE IN A FEDERAL AID TRANSPORTATION PROJECT PROVIDING FOR EXPANSION OF COUNTY'S TRAFFIC SIGNAL'S PHASE 3, CAPITAL PROJECT 62459, PIN 0759.36 AND AUTHORIZING THE COUNTY EXECUTIVE OF THE COUNTY OF NASSAU TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION FOR THE ADVANCEMENT OF SAID FEDERAL AID TRANSPORTATION PROJECTS IN NASSAU COUNTY, NEW YORK. 257-17(PW)

24.

RESOLUTION NO. 152-2017

A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2017. 242-17(OMB)

25.

RESOLUTION NO. 153-2017

A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2017. 246-17(OMB)

26.

RESOLUTION NO. 154-2017

A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2017. 261-17(OMB)

27.

RESOLUTION NO. 155-2017

A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2017. 268-17(OMB)

THE FOLLOWING ITEMS MAY BE UNTABLED

28. **ORDINANCE NO. 17-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$2,000,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 103-17(PW)

29. **ORDINANCE NO. 51-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$1,300,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 473-16(PW)

30. **ORDINANCE NO. 59-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$750,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 465-16(PW)

31. **ORDINANCE NO. 60-2017**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$1,000,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 466-16(PW)

32.

ORDINANCE NO. 61-2017

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$1,000,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 468-16(PW)

33.

ORDINANCE NO. 62-2017

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$1,700,000 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY. 469-16(PW)

NOTICE IS HEREBY GIVEN that the Nassau County Executive has executed the following personal service contracts, copies of which are on file with the Office of the Clerk of the Nassau County Legislature. These contracts are listed for informational purposes only.

County of Nassau acting on behalf of Human Services, Office of Mental Health, CD & DDS and The Rehabilitation Institute. RE: Community Based BH. \$75.00. ID# CLHS17000015.

County of Nassau acting on behalf of Human Services, Office of Mental Health, CD & DDS and The Rehabilitation Institute. RE: Community Based BH. \$266.00. ID# CLHS17000016.

County of Nassau acting on behalf of Human Services, Office of Mental Health, CD & DDS and Central Nassau Guidance & Counseling Services, Inc. RE: Art. 28 & 31 Closure Re-Invest. \$336.00. ID# CLHS17000013.

County of Nassau acting on behalf of Human Services and Mercy Medical Center.
RE: Chemical Dependency. \$273,375.00. ID# CQHS17000019.

County of Nassau acting on behalf of Human Services and FISH of Wantagh.
RE: Transportation. \$11,199.00. ID# CQHS17000153.

County of Nassau acting on behalf of Human Services and The Salvation Army.
RE: Transportation, Support Svcs., Meals & Caregiver. \$348,188.00.
ID# CQHS17000050.

County of Nassau acting on behalf of Human Services and The Rehabilitation Institute.
RE: Local Assistance. \$50,000.00. ID# CQHS17000127.

County of Nassau acting on behalf of Social Services and Life Line Systems Company.
RE: Personal Response Services (PERS). \$.01. ID# CLSS17000028.

County of Nassau acting on behalf of Office Community Development and Operation
SPLASH. RE: CDBG. \$20,000.00. ID# CLHI17000003.

County of Nassau acting on behalf of Human Services, Office of Mental Health, CD &
DDS and Mental Health Association of Nassau County. RE: Advocacy Support/LA.
\$235,852.00. ID# CQHS17000082.

County of Nassau acting on behalf of Human Services, Office of Mental Health, CD &
DDS and Mental Health Association of Nassau County.
RE: Advocacy Support/PROS/ART. 28 & 31. \$327,513.00. ID# CQHS17000079.

County of Nassau acting on behalf of Human Services, Office of Mental Health, CD &
DDS and Mental Health Association of Nassau County.
RE: COMMUNITY SUPPORT/COMM. REINV. \$726,030.00. ID# CQHS17000080.

County of Nassau acting on behalf of Human Services and Catholic Charities Diocese of
Rockville Centre. RE: Case Management-EISEP. \$1,002,127.00.
ID# CQHS17000159.

THE NASSAU COUNTY LEGISLATURE

WILL CONVENE NEXT

COMMITTEE MEETINGS

MONDAY JULY 24, 2017 at 1:00PM

AND

FULL LEGISLATURE MEETING

MONDAY AUGUST 7, 2017 at 1:00PM

PROPOSED ORDINANCE NO. 91 –2017

**AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION
ORDINANCE IN CONNECTION WITH THE DISTRICT ATTORNEY’S OFFICE.**

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated June 2, 2017, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

<u>TOTAL AMOUNT</u> (in dollars)	<u>SOURCE OF FUNDS</u>	<u>APPROPRIATED TO:</u>			
		<u>FUND</u>	<u>DEPT. CODE/Index</u>	<u>OBJ. CODE</u>	<u>AMOUNT</u> (in dollars)
109,600	New York State Division of Criminal Justice Services	GRT	DA	DD	21,100
		GRT	DA	DE	88,500

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this

supplemental appropriation ordinance is a “Type II” Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 92 –2017

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Police Department.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated June 13, 2017 addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

<u>TOTAL AMOUNT</u> (in dollars)	<u>SOURCE OF FUNDS</u>	<u>APPROPRIATED TO:</u>			
		<u>FUND</u>	<u>DEPT. CODE/Index</u>	<u>OBJ. CODE</u>	<u>AMOUNT</u> (in dollars)
14,000	New York State Office of Homeland Security	GRT	PD	AA	11,094
		GRT	PD	AB	2,906

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. section 0101 et seq. and its implementing regulations, Part 617 of 6

N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a “Type II” Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 93 –2017

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION
ORDINANCE IN CONNECTION WITH THE HEALTH DEPARTMENT.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated June 13, 2017, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

<u>TOTAL AMOUNT</u> (in dollars)	<u>SOURCE OF FUNDS</u>	<u>APPROPRIATED TO:</u>			
		<u>FUND</u>	<u>DEPT. CODE/Index</u>	<u>OBJ. CODE</u>	<u>AMOUNT</u> (in dollars)
113,175	New York State Department of Health	GRT	HE	AA	72,572
		GRT	HE	AB	40,603

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this

supplemental appropriation ordinance is a “Type II” Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 94 –2017

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION
ORDINANCE IN CONNECTION WITH THE HEALTH DEPARTMENT.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated June 13, 2017, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

<u>TOTAL AMOUNT</u> (in dollars)	<u>SOURCE OF FUNDS</u>	<u>APPROPRIATED TO:</u>			
		<u>FUND</u>	<u>DEPT. CODE/Index</u>	<u>OBJ. CODE</u>	<u>AMOUNT</u> (in dollars)
700,385	New York State Department of Health	GRT	HE	AA	456,330
		GRT	HE	AB	237,681
		GRT	HE	DD	997
		GRT	HE	HH	5,377

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6

N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a “Type II” Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 95 –2017

AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION
ORDINANCE IN CONNECTION WITH THE HEALTH DEPARTMENT.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated June 13, 2017, addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of Section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

<u>TOTAL AMOUNT</u> (in dollars)	<u>SOURCE OF FUNDS</u>	<u>APPROPRIATED TO:</u>			
		<u>FUND</u>	<u>DEPT. CODE/Index</u>	<u>OBJ. CODE</u>	<u>AMOUNT</u> (in dollars)
30,000	New York State Department of Health	GRT	HE	BB	30,000

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a “Type II” Action within the meaning of Section

617.5(c)(20) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 96 –2017

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Police Department.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated June 13, 2017 addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

<u>TOTAL AMOUNT</u> (in dollars)	<u>SOURCE OF FUNDS</u>	<u>APPROPRIATED TO:</u>			
		<u>FUND</u>	<u>DEPT. CODE/Index</u>	<u>OBJ. CODE</u>	<u>AMOUNT</u> (in dollars)
749,982	U.S. Department of Homeland Security	GRT	PD	AA	6,840
		GRT	PD	AB	2,078
		GRT	PD	BB	737,021
		GRT	PD	DD	2,168
		GRT	PD	DE	1,875

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing

Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a “Type II” Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 97 –2017

AN ORDINANCE supplemental to the annual appropriation ordinance in connection with the Police Department.

WHEREAS, Nassau County has received certain revenue; and

WHEREAS, such funds have not been otherwise appropriated; and

WHEREAS, the County Executive, by communication dated June 13, 2017 addressed to the County Legislature, has recommended the appropriation of such funds not otherwise appropriated; and,

WHEREAS, this supplemental appropriation is within the scope of section 307 of the County Government Law; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. There is hereby appropriated from monies not otherwise appropriated, the following sums of money to the following accounts:

<u>TOTAL AMOUNT</u> (in dollars)	<u>SOURCE OF FUNDS</u>	<u>APPROPRIATED TO:</u>			
		<u>FUND</u>	<u>DEPT. CODE/Index</u>	<u>OBJ. CODE</u>	<u>AMOUNT</u> (in dollars)
353,000	New York State Division of Criminal Justice	GRT	PD	AA	300,000
		GRT	PD	BB	50,000
		GRT	PD	DD	3,000

§ 2. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 3. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that this supplemental appropriation ordinance is a “Type II” Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. (“routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment”), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§ 4. This ordinance shall take effect immediately.

PROPOSED ORDINANCE NO. 35-2017

AN ORDINANCE TO REGULATE COUNTY RIGHTS-OF-WAY IN RELATION TO
UTILITIES

WHEREAS, public rights-of-way subject to the jurisdiction and control of the County of Nassau: (1) are critical to the travel of Permittees and the transport of goods and other tangibles in the business and social life of the community and all citizens; (2) are a unique and physically limited resource and proper management by the County of Nassau is necessary to maximize efficiency, minimize the cost to the taxpayers of the foregoing uses, and to minimize the inconvenience to and negative effects upon the public from the installation, maintenance and removal of facilities and equipment in the public rights-of-way; and (3) are intended for public uses and must be managed and controlled consistently with that intent; and

WHEREAS, it is the intent of this Legislature to exercise its authority to adopt rules and regulations with respect to the management of the public rights-of-way to the fullest extent allowed by Federal and State law; now, therefore

BE IT ORDAINED by the County Legislature of the County of Nassau, as follows:

Section 1. Definitions

For the purposes of this Ordinance, the following terms shall have the following meanings:

- a. "Abandonment" shall mean the permanent cessation of all uses of plant and equipment located in a County Right-of-Way.
- b. "Commissioner" shall mean the Commissioner of the Department of Public Works.
- c. "County" shall mean County of Nassau.

- d. “County Rights-of-Way” shall mean a public right-of-way, public utility easement, highway, street, bridge, tunnel, alley or sidewalk for which the County of Nassau is the authority that has jurisdiction and control and may lawfully grant access pursuant to applicable law, and includes the surface, the air space over the surface and the area below the surface. “County Rights-of Way” shall not include private property.
- e. “Damaged Pole” shall mean any utility pole that may be structurally compromised and poses a potential threat to public safety.
- f. “Department of Public Works” shall mean the Nassau County Department of Public Works.
- g. “Double Pole” shall mean any utility pole that is located directly next to or in close proximity to another utility pole.
- h. “Emergency” shall mean a condition that affects the public’s health, safety or welfare, and includes an unplanned out-of-service condition of pre-existing plant or equipment. Permittee shall, within seventy-two (72) hours of the identification of an emergency, provide written notice to the Department of Public Works of the emergency response and the placement or maintenance of plant or equipment in a County Right-of-Way as a result of the emergency.
- i. “Place or maintain” or “placement or maintenance” or “placing or maintaining” shall mean to exercise physical control over, erect, construct, install, maintain, place, repair, extend, expand, remove, occupy, locate or relocate.
- j. “Plant” or “Equipment” shall mean any permanent or temporary plant, equipment, utility pole or other property placed or maintained or to be placed or maintained in the

County Rights-of-Way and used for the transmission or to facilitate the transmission of electricity, or voice, data, audio, video or any other information.

- k. "Permittee" or "Entity" shall mean any person, association of persons, corporations, municipal corporations, or other legal entity that has placed plant or equipment in any County Right-of Way.
- l. "Utility Pole" shall mean a column or post used to support service lines for a Permittee.

§2. Placement or Maintenance of Plant or Equipment in County Rights-of-Way

- a. A Permittee shall not commence to place plant or equipment in a County Right-of-Way until all applicable permits have been issued by the Nassau County Department of Public Works or other appropriate authority, except in the case of an Emergency.
- b. No permit shall be required to remedy Emergency conditions; however, Permittees shall be responsible for the restoration of County Rights-of-Way to the extent required by this Ordinance.
- c. With respect to permit applications to place new or replace existing plant or equipment in County Rights-of-Way, the Permittee shall provide the following:
 - 1. The location and specifications of the proposed plant or equipment, including a description of the work to be performed;
 - 2. A description of the manner in which the plant or equipment will be installed detailing anticipated construction methods and techniques;
 - 3. A maintenance of traffic plan for any disruption of the County Rights-of-Way;
 - 4. A description of the plan to restore the County Right-of-Way including construction details in conformance to Nassau County standards and specifications;

5. The timetable for construction of the project or each phase thereof, including restoration of the County Right-of-Way;
 6. Information as to anticipated disruptions in services provided by the Permittee as a result of the proposed work;
 7. Such additional information as the Department of Public Works finds reasonably necessary with respect to the placement and maintenance of the plant or equipment that is the subject of the permit application to review such permit application.
- d. To the extent not otherwise prohibited by State or Federal Law, the Department of Public Works shall have the power to impose terms and conditions with respect to the issuance of any permit issued pursuant to this Ordinance.
 - e. To the extent not otherwise prohibited by State or Federal law, the Department of Public Works shall have the power to prohibit or limit the placement of new or additional plant or equipment within a particular area of County Rights-of-Way.
 - f. All plant and equipment shall be placed or maintained so as not to unreasonably interfere with County and other municipal public safety systems, the use of the County Rights-of-Way by the public and with the rights and convenience of property owners who adjoin any of the County Rights-of-Way.
 - g. After completion of any placement or maintenance of plant or equipment in County Rights-of-Way, a Permittee shall, at its own expense, restore the County Right-of-Way to its original condition before such work, in conformance to Nassau County standards and specifications. If the Permittee fails to make such restoration within thirty (30) days, or such longer period as may be agreed to by the Commissioner, following the

completion of such placement or maintenance, the Department of Public Works may perform the restoration, and Permittee shall be liable for all costs and expenses, including administrative expenses incurred by Nassau County, in connection with such restoration. Such costs and expenses may be recovered by the County from any Construction Bond or Security Fund required by the Department of Public Works. For twelve (12) months following the original completion of the work, the Permittee shall guarantee its restoration work and shall correct any restoration work that does not satisfy the requirements of the Ordinance at its own expense. Failure to make such restoration within thirty (30) days, or such longer period as may be granted by the Commissioner shall subject the Permittee to the penalties described herein.

- h. The Department of Public Works may promulgate reasonable rules and regulations concerning the placement or maintenance of plant and equipment in County Rights-of-Way consistent with this Ordinance and other applicable law.
- i. A permit from the Department of Public Works constitutes authorization to undertake only certain activities in County Rights-of-Way in accordance with this Ordinance, and does not create a property right or grant authority to impinge upon the rights of others who may have an interest in the County Right-of-Way, nor does it relieve the Permittee of its duty to obtain all other necessary permits, licenses and authority and to comply with all other applicable laws, rules and regulations.

§3. Suspension of Permits

- a. The Department of Public Works may suspend a permit without a fee refund for work in the County Rights-of-Way for one or more of the following reasons:

1. Violation of permit conditions, this Ordinance, the rules and regulations promulgated by the Commissioner pursuant to this Ordinance, or any other applicable Nassau County ordinances, laws, rules or regulations governing the placement or maintenance of Plant or Equipment in the County Rights-of-Way;
2. Misrepresentation or fraud by Permittee in a permit application to Nassau County;
or
3. Failure to properly register with the Nassau County Department of Public Works.

§4. Indemnification

- a. A Permittee shall, at its sole cost and expense, indemnify, hold harmless, and defend the County, its officials, boards, members, agents, and employees, against any and all claims, suits, causes of action, proceedings, judgments for damages or equitable relief, and costs and expenses incurred by the County arising out of the placement or maintenance of plant or equipment in County Rights-of-Way, regardless of whether the act or omission complained of is authorized, allowed or prohibited by this Ordinance, provided, however, that a Permittee's obligation hereunder shall not extend to any claims caused by the negligence, gross negligence or willful acts of the County. This provision includes, but is not limited to, the County's reasonable attorneys' fees incurred in defending against any such claim, suit or proceeding. The County shall notify the Permittee, in writing, within a reasonable time of the County receiving notice, of any issue it determines may require indemnification. Nothing in this Section shall prohibit the County from participating in the defense of any litigation by its own counsel and at its own cost if in the County's reasonable belief there exists or may exist a conflict, potential conflict or appearance of conflict.

- b. The indemnification provisions of this Ordinance shall survive and be in effect after the termination or cancellation of a Registration or permit.

§5. Construction Bond

- a. Prior to issuing a permit where the work under the permit will require restoration of County Right-of-Way, the Department of Public Works may, at its sole discretion, require a construction bond, other surety and/or cash escrow, as a condition to granting such permit, to secure the restoration of the County Right-of-Way.
- b. The rights reserved by the County with respect to any construction bond or cash escrow established pursuant to this Ordinance are in addition to all other rights and remedies the County may have under this Ordinance, or at law or equity.
- c. The rights reserved to the County under this Ordinance are in addition to all other rights of the County, whether reserved in this Ordinance, or authorized by other law, and no action, proceeding or exercise of a right with respect to the construction bond will affect any other right the County may have.

§6. Security Fund

- a. As a condition to the granting of any Permit, Permittees may be required to file with the County an annual bond, cash deposit or irrevocable letter of credit in a sum to be determined by the Department of Public Works having as surety a company qualified to do business in the State of New York, and acceptable to the Commissioner of the Department of Public Works, which shall be referred to as the “Security Fund”. The Security Fund shall be maintained until the transfer, sale, assignment, or removal of all plant or equipment located in County Rights-of-Way.

- b. The Security Fund shall be furnished annually or as frequently as necessary to provide a continuing guarantee of the Permittee's full and faithful performance at all times. In the event a Permittee fails to perform its duties and obligations imposed upon the Permittee by the provisions of this Ordinance, there shall be recoverable, jointly and severally from the principal and surety of the Security Fund, any damage or loss suffered by the County as a result, including the full amount of any compensation, indemnification or cost of removal, relocation or abandonment of the plant or equipment in County Rights-of-Way, plus a reasonable allowance for attorneys' fees and administrative expenses. Notwithstanding the foregoing, the Department of Public Works may, in its discretion, not require a Security Fund or may accept a corporate guarantee of the Permittee or its parent company.

§7. Removal of Plant or Equipment from a County Right of Way

To the extent not otherwise prohibited by State or Federal law, the Department of Public Works shall have the power to require the removal of plant or equipment from a County Right-of-Way. Failure to remove any plant and equipment if required by the Department of Public Works within a time period specified by the Department of Public Works may result in penalties provided for in §14 of this Ordinance.

§8. Double Poles and Damaged Poles

- a. Double Poles

1. When the Department of Public Works issues a permit for the installation of a utility pole that is directly next to or in close proximity to another utility pole in

a County Right-of-Way, the Permittee shall within five days of the issuance of the permit notify any other entity that has plant or equipment on that utility pole that such entity has thirty (30) days to remove such plant or equipment from the pole that is to be replaced. Such notification shall be provided to the Department of Public Works. Any entity receiving such notification shall provide written notice to the Department of Public Works upon the removal of its plant and equipment. The last entity to remove such plant or equipment shall remove the utility pole that is to be replaced within thirty (30) days of the expiration of the period to remove plant or equipment.

2. The Permittee shall notify the Department of Public Works of any entity that has failed to remove such plant and equipment within the required thirty (30) days of notification. Failure to remove any plant and equipment from the pole that is to be replaced pursuant to this section may result in penalties provided for in §14 of this Ordinance.
3. Any Permittee that submits proof to the Department of Public Works that its failure to remove its plant and equipment from the utility pole that is to be replaced was due to the failure of another entity to remove its plant and equipment from that pole shall not be liable for any penalty and such Permittee's thirty (30) day deadline to remove plant or equipment shall be tolled until the interfering plant and equipment is removed by such other entity. However, any entity that due to its placement of plant or equipment on the utility pole that is to be replaced prohibits or interferes with any other entity

from the removal of its plant and equipment or from the removal of the pole shall be liable for double the penalty provided for in §14 of this Ordinance.

4. Failure to remove the utility pole that is to be replaced and any plant and equipment that is located on such pole may result in penalties provided for in §14 of this Ordinance.

b. Damaged Poles

1. When the Department of Public Works determines that a utility pole in a County Right-of-Way may be damaged and pose a potential threat to public safety, the Department of Public Works shall notify the Permittee, in writing, that it must be removed and replaced within seventy-two hours, or such longer period as may be agreed to by the Commissioner.
2. Failure to remove the pole that is to be replaced and any plant and equipment that is located on such pole may result in penalties provided for in §14 of this Ordinance.

§9. Abandonment of Plant or Equipment

- a. Upon Abandonment of plant or equipment owned by a Permittee in County Rights-of-Way, the Permittee shall notify the County within seventy-two (72) hours.
- b. Upon Abandonment of plant or equipment owned by a Permittee in County Rights-of-Way, the Permittee shall remove such plant and equipment within thirty (30) days.
- c. The County may direct the Permittee, by written notice, to remove all or a portion of such abandoned plant or equipment at the Permittee's sole expense.

- d. If the Permittee fails to remove all or any portion of abandoned plant or equipment as directed by the County within a reasonable time period as may be required by the County under the circumstances, the County may perform such removal and charge double the cost of the removal against the Permittee.
- e. Failure to notify the County of abandoned plant and equipment shall constitute a violation of this Ordinance and subject the Permittee to penalties as set forth in §14 of this Ordinance.
- f. Failure to remove plant or equipment owned by a Permittee in County Rights-of-Way within thirty (30) days of abandonment shall constitute a violation of this Ordinance and subject the Permittee to penalties as set forth in §14 of this Ordinance.

§10. Miscellaneous

- a. A Permittee shall not place or maintain its plant or equipment so as to interfere with, displace, damage or destroy any facilities or underground utilities, including but not limited to, sewers, gas or water mains, storm drains, pipes, cables or conduits of the County of Nassau or any other Permittee's facilities lawfully occupying the County Rights-of-Way.
- b. The Department of Public Works shall have the right to make such inspections of Plant or Equipment placed or maintained in County Rights-of-Way as it finds necessary to ensure compliance with this Ordinance.

§11. Enforcement

- a. A Permittee's failure to comply with the provisions of this Ordinance shall constitute a violation of this Ordinance and subject the Permittee to penalties defined herein.
- b. Before assessing any fine or penalty pursuant to this Ordinance, the Department of Public Works shall give written notice of the violation and its intention to assess such fines or penalties, which notice shall contain a description of the alleged violation. Following the receipt of such notice, the Permittee shall have thirty (30) days to either:
 - (a) cure the violation to the County's satisfaction and the County shall make good faith reasonable efforts to assist in resolving the violation; or
 - (b) file an appeal, as described herein, with the County to contest the alleged violation or to request additional time to cure the violation. If no appeal is filed and if the violation is not cured within the thirty (30) day period, the County may assess all fines and penalties owed, beginning on the first day of the violation.
- c. Appeals to challenge a notice of violation issued by the Department of Public Works shall be made in writing and be directed to the Commissioner, who shall, after due deliberation, accept, reject or modify the notice of violation.
- d. If the Permittee fails to remedy an alleged violation within a reasonable time period as may be required by the Department of Public Works, the County may perform such remedial actions and charge the cost of the removal, including the cost of any administrative expenses incurred by the County, against the Permittee.
- e. Failure of the County to enforce any requirements of this Ordinance shall not constitute a waiver of the County's right to enforce that violation or subsequent violations of the same type or to seek appropriate enforcement remedies.

§12. Force Majeure

- a. In the event a Permittee's performance of or compliance with any of the provisions of this Ordinance is prevented by a cause or event not within the Permittee's control, such inability to perform or comply shall be deemed excused and no penalties or sanctions shall be imposed as a result, provided, however, that such Permittee uses all practicable means to expeditiously cure or correct any such inability to perform or comply. For purposes of this Ordinance, causes or events not within a Permittee's control shall include, without limitation, acts of God, floods, earthquakes, landslides, hurricanes, fires and other natural disasters, acts of public enemies, riots or civil disturbances, sabotage, strikes and restraints imposed by order of a governmental agency or court.

§13. Reservation of Rights

- a. Any person, association of persons, corporation, municipal corporation, or any other legal entity who uses the plant or equipment of a Permittee, other than the Permittee that owns the plant or equipment, shall not be entitled to any rights to place or maintain such plant or equipment in excess of the rights of the Permittee that places or maintains the plant or equipment.

§14. Penalties

- a. Any violation of this Ordinance shall be punishable by a fine of five hundred dollars (\$500). Each day or part of a day in which a violation continues shall constitute a separate violation.
- b. Failure to perform restoration activities as required by this Ordinance shall be punishable by a fine not to exceed five hundred dollars (\$500) in addition to the

repayment of any costs incurred by the County. Each day or part of a day in which a violation continues shall constitute a separate violation.

- c. In addition to any charges imposed pursuant to this Ordinance, there shall be a penalty of three times the amount of the applicable permit fee for any violation of the terms and conditions or requirements of a permit issued by the Department of Public Works pursuant to this Ordinance or for any actions improperly undertaken without obtaining such a permit from the Department of Public Works in violation of this Ordinance.

§15. Severability

If any clause, sentence, paragraph, subdivision, section or part of this ordinance or the application thereof to any Permittee, individual, corporation, firm, partnership, entity or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application to the Permittee, individual, corporation, firm, partnership entity or circumstance directly involved in the controversy in which order or judgment shall be rendered.

§16. State Environmental Quality Review Act Determination

It is hereby determined by the Nassau County Legislature, the lead agency, and pursuant to the provisions of the State Environmental Quality Review Act (“SEQRA”), 8 NYECL section 0101 et seq. and its implementing regulations, Part 617 of 6 NYCRR, and Section 1611 of the County Government Law of Nassau County, that this Ordinance will not have a significant impact on the environment and that no further environmental review or action is required.

§17. Effective Date:

This Ordinance shall take effect immediately.



County

Nassau

Office of Purchasing

Staff Summary A-22-2017

Subject: Solar Powered Silent Messenger Boards
(RQPD16000336; S/B # 80184-07196-081)

Department:
Office of Purchasing

Department Head Name:
Eric Naughton

Department Head Signature
[Signature]

Date:

April 14, 2017

Vendor Name:

Independent Equipment Corp.

Contract Number

A-22-2017

Contract Manager Name

Timothy Funaro

Proposed Legislative Action

	To	Date	Approval	Info	Other
	Assgn Comm				
	Rules Comm				
	Full Leg				

Internal Approvals

Date & Init.	Approval	Date & Init.	Approval
	Dept. Head	6/15/17	Counsel to C.E.
	Budget		County Atty.
6/21/17	Deputy C.E.	6/21/17	County Exec.

Narrative

Purpose: To authorize and award a purchase order for Solar Powered Silent Messenger Boards for the Nassau County Police Department Asset Forfeiture Bureau.

Discussion: This solicitation was advertised in Newsday and posted to the Nassau County Bid Solicitation Board where six (6) vendors reviewed the bid; one was women-owned. Minority Affairs was given a copy of the bid. Five (5) bids were received.

Impact on Funding: This purchase is for One Hundred Forty-Two Thousand Eight Hundred Dollars (\$142,800.) from grant funds

Recommendation: Office of Purchasing recommends an award be given to Independent Equipment Corp. as the lowest responsible bidder meeting specifications.

2017 JUN 22 P 12:22
NASSAU COUNTY
CLERK OF SUPERIOR COURT

COUNTY OF NASSAU
INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE

A-22-2017



FROM: ERIC NAUGHTON, DEPUTY COUNTY EXECUTIVE-FINANCE

DATE: APRIL 17, 2017

SUBJECT: RESOLUTION-NASSAU COUNTY POLICE DEPARTMENT ASSET FORFEITURE BUREAU

THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO AUTHORIZE AN AWARD AND TO EXECUTE A PURCHASE ORDER IN THE AMOUNT OF ONE HUNDRED FORTY-TWO THOUSAND EIGHT HUNDRED DOLLARS (\$142,800.00) ON BEHALF OF NASSAU COUNTY POLICE DEPARTMENT ASSET FORFEITURE BUREAU TO INDEPENDENT EQUIPMENT CORP. WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS FOR SOLAR POWERED SILENT MESSENGER BOARDS FOR NASSAU COUNTY POLICE DEPARTMENT ASSET FORFEITURE BUREAU.

THE ABOVE DESCRIBED DOCUMENT ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW AND APPROVAL AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.


ERIC NAUGHTON
 DEPUTY COUNTY EXECUTIVE-FINANCE

MS: br

ENCL: (1) STAFF SUMMARY
(2) DISCLOSURE STATEMENT
(3) RESOLUTION
(4) BID SUMMARY
(5) BID PROPOSAL
(6) CERTIFICATE OF LIABILITY INSURANCE
(7) RECOMMENDATION OF AWARD
(8) POLITICAL CONTRIBUTION FORM



RULES RESOLUTION

2017

A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF NASSAU COUNTY POLICE DEPARTMENT ASSET FORFEITURE BUREAU AND INDEPENDENT EQUIPMENT CORP.

WHEREAS, the County of Nassau on behalf of the NASSAU COUNTY OFFICE OF PURCHASING has received competitive bids #80184-07196-081 for Solar Powered Silent Messenger Boards for Nassau County Police Department Asset Forfeiture Bureau as more particularly described in the bid document; and

WHEREAS, the Director is representing to the Rules Committee that the firm, INDEPENDENT EQUIPMENT CORP. submitted the lowest responsible bid and meets all specifications for the product described in the said contract as determined by the Director of the Office of Purchasing.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Director, Office of Purchasing to award and execute the said Purchase Order with INDEPENDENT EQUIPMENT CORP.

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORKFORMAL SEALED BID PROPOSAL
40513-04116-006

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committees?

NO

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated:

5/22/17

Vendor:

Independent Equipment Corp

Signed:

Print Name:

Richard Baker

Title:

President

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

BIDDER

TITLE

**OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK**

FORMAL SEALED BID PROPOSAL
80184-07196-081

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Richard Behar
Date of birth 09/17/1968
Home address 107 Parkside Dr
City/state/zip Pt Lookout, NY 11569
Business address 500 Shames Dr
City/state/zip Westbury, NY 11590
Telephone 516-877-2220
Other present address(es) 319 W. Sunrise Hwy
City/state/zip Freeport, NY 11520
Telephone 516-387-9766
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President 03/09/2001 Treasurer 03/09/2001
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / / Partner / /
Vice President / / / /
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details. SOLE OWNER, CEO, CFO OF INDEPENDENT
EQUIPMENT ~~FOR~~ SINCE CONCEPTION IN MARCH OF 2001
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES ☐ NO ☒ If Yes, provide details. _____
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ☐ NO ☒ If Yes, provide details. _____
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ☐ NO ☒ If Yes, provide details. _____

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

BIDDER

TITLE

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES _____ NO ☒ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES _____ NO ☒ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES _____ NO ☒ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES _____ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES _____ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES _____ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES _____ NO ☒ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES _____ NO ☒ If Yes, provide details for each such conviction.
 - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES _____ NO ☒ If Yes, provide details for each such conviction.
 - f) In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES _____ NO ☒ If Yes, provide details for each such occurrence.

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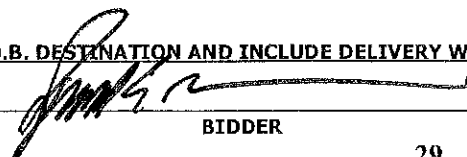
BIDDER

TITLE

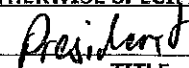
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ☒ If Yes, provide details for each such year.

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TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
80184-07196-081

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Christopher C. Petitto, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 12 day of June 2017

Elaine P. Scarcelli
Notary Public

ELAINE P. SCARPELLI
Notary Public, State of New York
No. 01SC6119421
Qualified in Suffolk County
Term Expires November 24, 2023
add

INDEPENDENT EQUIPMENT CORP
Name of submitting business

Christopher C. Petitto
Print name

C. C. Petitto
Signature

Open & Sales Manager
Title

6/12/17
Date

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BIDDER

30

TITLE

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 7/18/16

1) Proposer's Legal Name: Independent Equipment Corp

2) Address of Place of Business: 500 Shames Dr, Westbury, NY 11590

List all other business addresses used within last five years:

332 Sagamore Ave, Mineola, NY 11501
319 W. Sunrise Hwy, Freeport, NY 11520

3) Mailing Address (if different): Same

Phone: 516-877-2220

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: 036964018

5) Federal I.D. Number: 113-59-4672

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Other
(Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ☐ No ☒ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details: _____

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TITLE

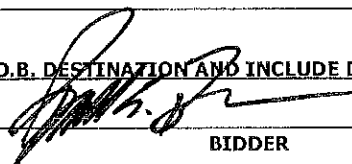
OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
80184-07196-081

- 10) Has the proposer ever had a bond or surety cancelled, or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No ☒ If Yes, provide details for each such investigation. _____
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ☒ If Yes, provide details for each such investigation. _____
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ___ No ☒ If Yes, provide details for each such charge. _____
- b) Any misdemeanor charge pending? Yes ___ No ☒ If Yes, provide details for each such charge. _____
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No ☒ If Yes, provide details for each such conviction _____
- d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No ☒ If Yes, provide details for each such conviction. _____

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President

TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORKFORMAL SEALED BID PROPOSAL
80184-07196-081

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ☐ No ☒ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ☐ No ☒ If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ☐ No ☒ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No Conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

① STRAIGHT FORWARD POLICY ② CLEAN & ACCURATE RECORD KEEPING
③ IF CONFLICT ARISES - ASK FOR GUIDANCE FROM CONFLICTED PARTY
④ CONTINUOUS REVIEW OF COI POLICY REGULARLY

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation, MARCH 9, 2001

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BIDDER

23

TITLE

05/26/2017 10:56 Independent Equipment
MAY/26/2017/FRI 09:35 AM

FAX No.

(FAX)5168770409

P.002
P.002

03/06/2017 07:25 Independent Equipment

(FAX)5168770408

P.003/004

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
80184-07196-081

- i) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; RICHARD BOHM
ii) Name, address and position of all officers and directors of the company; PRESIDENT
iii) State of incorporation (if applicable); NEW YORK STATE
iv) The number of employees in the firm; 19
v) Annual revenue of firm; 12 million DOLLARS
vi) Summary of relevant accomplishments N/A
vii) Copies of all state and local licenses and permits. NONE
- 107 PARKSIDE DR.
PT LOOKOUT, NY
NO OTHER
OFFICERS
REGISTERED

- B. Indicate number of years in business. 16 1/2 years
C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. HAVE FOLLOWED STANDARD BUSINESS PRACTICES FOR 16 1/2 YEARS. HAVE SUPPLIED EQUIP SUCCESSFULLY FOR ENTIRE BUSINESS
D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company NEW YORK CONCRETE
Contact Person SAL RUSSO
Address 20 BRICK COURT
City/State STATEN ISLAND, NEW YORK 10309
Telephone 917-837-9281
Fax # _____
E-Mail Address SRUSSO@NEWYORKCONCRETE.COM

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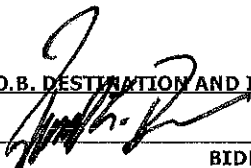
FORMAL SEALED BID PROPOSAL
80184-07196-081

Company ALAC
Contact Person ANTHONY CANBRIANELLO
Address 421 BROADWAY
City/State WEST BABYLON, NY 11704
Telephone 631-422-3870
Fax # _____
E-Mail Address _____

Company NEW YORK PAVING
Contact Person ANTIE BASSO
Address 161 BETHPAGE - SWEET HOLLOW RD
City/State OLD BETHPAGE, NY 11804
Telephone 516-694-4141
Fax # _____
E-Mail Address _____

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BIDDER

President

TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
80184-07196-081

CERTIFICATION

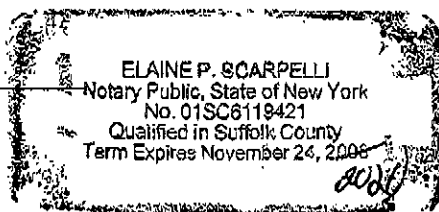
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, CHRISTOPHER C. PETILLO being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 12 day of July

2017

Elaine P. Scarcelli
Notary Public:



Name of submitting business: INDEPENDENT EQUIPMENT CORP

By: CHRISTOPHER C PETILLO

CHRISTOPHER C PETILLO
Print name
Signature

Owner & Sales Manager
Title

6/12/17
Date

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CHRISTOPHER C PETILLO

BIDDER

Owner & Sales Manager

TITLE

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Independent Equipment Corp
Address: 500 Shames Dr
City, State and Zip Code: Westbury, NY 11590
2. Entity's Vendor Identification Number: 113-59-4672
3. Type of Business: ☒ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):
Richard Bohm - President
107 Parkside Dr, Pt. Lookout, NY
5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

N/A

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TITLE

Page 2 of 4

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

N/A

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

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TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
80184-07196-081

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

NONE

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A - NONE

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 6/12/17

Signed: CC Petito
Print Name: CHRISTOPHER C PETICLO
Title: OPEN & SALES MANAGER

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CC Petito

BIDDER

OPEN & SALES MANAGER

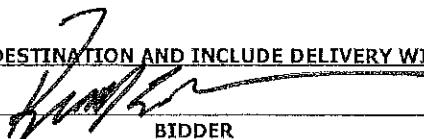
TITLE

Page 4 of 4:

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.


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BIDDER

President
TITLE

FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK COUNTY OF NASSAU		BID NUMBER 80184-07196-081
	BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM		Dated: Ad. 07/07/2016
	BUYER Timothy Funaro	Telephone (516) 571-7720 E-mail tfunaro@nassaucountyny.gov	BID OPENING DATE July 19, 2016 11:00 A.M. E.D.S.T. REQUISITION NUMBER RQPD16000336

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: Solar Powered Silent Messenger Board

- ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF 0% PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HERewith PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO:
 Police Department
 Asset Forfeiture Bureau
 200 2nd Avenue
 Massapequa Park N.Y. 11762

GUARANTEED DELIVERY DATE

10 Business DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER

113-39-4672

TOLL FREE TELEPHONE NUMBER:

BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER <u>Independent Equipment Corp</u>			
ADDRESS <u>500 Shames Dr</u>			
CITY <u>Westbury</u>	STATE <u>NY</u>	ZIP CODE <u>11570</u>	TELEPHONE <u>516-877-2220</u>
SIGNATURE OF AUTHORIZED INDIVIDUAL <u>[Signature]</u>		PRINT OR TYPE NAME OF SIGNER AND TITLE <u>Richard Bohm - President</u>	

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSED BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS.

BID TERMS AND CONDITIONS

1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.
4. PRICES The provisions of the New York State Fair Trade Law (Federal-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
5. SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

6. **SAMPLES** Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.
7. Award The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.
8. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.
9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.
10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.
11. **DELIVERIES** Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.
12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.
13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.
14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.
15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.
16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.
17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.
18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.
19. Billings for deliveries must be rendered on County claim forms.
20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.
21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.
22. **GUARANTEES BY BIDDER** Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.
- (c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.
- (d) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.
- (e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.
- (f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.
- (g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.
- (h) That all deliveries will not be inferior to the accepted bid sample.
23. **LABOR LAWS AND ANTIDISCRIMINATION.** Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County, Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.
24. **ASSIGNMENT.** The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.
26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

Director, Office of Purchasing

DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name: *Independent Equipment Corp*
Address: *500 Shames Dr, Westbury, NY 11590*
Telephone No: *516-877-2220* Fax No: *516-877-0409*

1. State Whether: A Corporation ☒ _____
Individual _____
Partnership _____

GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

- 1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.
- 2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.
- 3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.
- 4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.
- 5) Partnership. The Names and Home Address of all General and Limited Partners.
- 6) Limited Liability Company. The Names and Home Addresses of all Members.
- 7) Limited Liability Partnership. The Name and Home Addresses of all Members.
- 8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.
*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

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BIDDER

TITLE

QUALIFICATION STATEMENT

BIDDER'S NAME: Independent Equipment corp

ADDRESS: 500 Sharnes Dr, Westbury, NY 11590

1. STATE WHETHER: CORPORATION ✓ INDIVIDUAL _____ PARTNERSHIP _____

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
PRESIDENT Richard Bohne - 107 Parkside Dr, Pt. Lookout, NY
VICE PRESIDENT _____

SECRETARY _____

TREASURER _____

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? No
IF SO WHEN? _____

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 15 years

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? No
IF SO, WHERE AND WHY? _____

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? _____
Construction Equipment Supply & Service

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
<u>Our company specializes in sales & rental of construction equipment & service of such for the past 15 yrs.</u>				

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL
WORK WITH REP. FROM NASSAU Cty Police Font. Div. TO ENABLE SPEC OF PURPOSE EQUIPMENT TO BE BEST SUITED TO ACHIEVE DESIRED RESULTS

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9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION

CHRISTOPHER PETILLO POINT OF CONTACT SALESMAN

10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.

NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.

1. REFERENCE'S NAME:

Northeast Stihl

ADDRESS:

P.O. Box 102164

Atlanta, GA 30368

TELEPHONE: 203-944-5603

CONTACT PERSON Dawn Beauchemin

CONTRACT DATE:

2. REFERENCE'S NAME:

Big Apple Concrete Supply Inc

ADDRESS:

55 E 2nd St

Minerola, NY 11501

TELEPHONE: 516-741-4299

CONTACT PERSON Dan Rodriguez

CONTRACT DATE:

3. REFERENCE'S NAME:

Auster Rubber

ADDRESS:

238 North 9th Street

Brooklyn, NY 11211

TELEPHONE: 718-782-6400

CONTACT PERSON

CONTRACT DATE:

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BIDDER

President

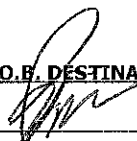
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USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

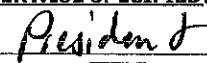
I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

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TITLE

Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

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COUNTY OF NASSAU STATE OF NEW YORK**

**FORMAL SEALED BID PROPOSAL
80184-07196-081**

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation..

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

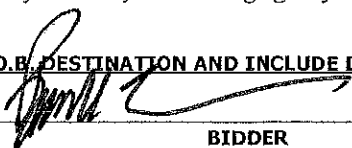
The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

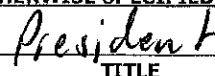
As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition,

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construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

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**OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK**

**FORMAL SEALED BID PROPOSAL
80184-07196-081**

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

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INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

DEFINITIONS:

- The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
- The term "Contractor" as used herein, shall be deemed as reference to the successful bidder, vendor, proprietor, partnership, or corporation receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement.
- The term "agency" as used herein, shall be deemed as the department, division, bureau, office, agency or other Nassau County establishment authorized to receive the service specified herein.
- The term "Director" as used herein, shall be deemed as reference to the Director of the Office of Purchasing.
- The term "Blanket Order" as used herein, shall be deemed as the multiple use pricing agreement as a result of this bid.
- The term "Purchase Order" as used herein, shall be deemed as the single use pricing agreement as a result of this bid.
- The term "complete" as written in this bid must include all equipment, delivery and installation of same in its entirety, as listed in the contract documents, and is to include all supervision, labor, materials, plant equipment, transportation, testing, (if required) incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.

NOTE: INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

IMPORTANT

PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, **YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY. THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M.** LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

All proposals and bid documents submitted in response **must** include a completed copy of the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form. Additionally, if the bidder – prospective vendor – utilizes the services of any individual or organization for the purposes of conducting lobbying activities, the proposal **must** also include the Lobbyist Registration and Disclosure Form, completed by that individual/organization.

PARTICIPATION BY POLITICAL SUBDIVISIONS: The successful vendor agrees that all political subdivisions of New York State and all other entities authorized by law to make such purchases may participate in any award under this bid. These Entities shall accept full responsibility for any payments due the successful bidder for their purchases hereunder.

INTENT

SCOPE: It is the intent of the County of Nassau to properly describe by these specifications and terms an adequate method of providing: **Solar Power silent Messenger Board to the Nassau County Police Department.**

PURPOSE: The purpose of this bid is to establish a price structure on which items and/or services listed herein will be purchased at once by Purchase Order.

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TITLE

**OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK**
FORMAL SEALED BID PROPOSAL

Instructions for pages 13 -30

- 1) Business history and principal questionnaire Forms
- 2) Consultant's Contractor's and Vendor's Disclosure Form
- 3) Lobbyist Registration and Disclosure Form

These forms must be filled out completely in their entirety (no blanks). Questions must be responded to appropriately not applicable or N/A is not acceptable, write in none if none is the appropriate answer.

Consultant's Contractor's and Vendor's Disclosure (pages 13 – 16) form if you list a name on question 7/part A. The lobbyist and only the lobbyist must fill out the Lobbyist Registration and Disclosure Form (pages 17 – 20)

Regarding the Business History Form (page 23), if no conflict exists write in "no conflict exists" in section (a) (i-iii) in section (b) describe any procedures you have in place or would adopt in the future to ensure a conflict of interest does not arise or exist. Examples would be 1) if a conflict of interest should arise guidance should be sought from the County, 2) would be if a conflict of interest should arise we would take the proper measures to correct the situation, 3) Should we hire an employee with a family relationship with a county public servant that might be construed as a possible conflict of interest we would prohibit that employee from being involved in any way with bidding, billing, payment or any other function with the county.

Redacted, website-ready version

Vendors are encouraged to submit an identical website-ready duplicate copy of forms listed on pages 13 through 30 in the event the formal bid is posted for public viewing.

Redacted information must be limited to information that is excepted from FOIL disclosure under Article 6 of the New York State Public Officers Law.

This includes but not limited to:

- 1) social security number
- 2) personal address
- 3) personal phone number
- 4) personal e-mail address
- 5) social media user name
- 6) information of a personal nature the disclosure of which would result in economic or personal hardship.
- 7) Trade secrets or similar information the disclosure of which would cause substantial injury to the competitive position of the person or company providing it.

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TITLE

1. Name of the Entity: Independent Equipment Corp
Address: 500 Shames Dr
City, State and Zip Code: Westbury, NY 11590

2. Entity's Vendor Identification Number: 113-59-4672

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify)

Richard Bohm - President
107 Parkside Dr, Pt. Lookout, NY

N/A

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TITLE

Page 2 of 4

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

N/A

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

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COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
80184-07196-081

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

NONE

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A - NONE

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 6/12/17

Signed:

Print Name: CHRISTOPHER C PETICLO

Title: OPEN & SALES MANAGER

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CHRISTOPHER C PETICLO
BIDDER

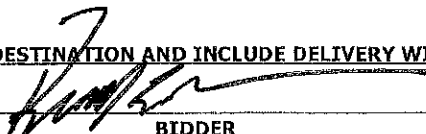
OPEN & SALES MANAGER
TITLE

Page 4 of 4:

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

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President
TITLE

Page 1 of 4

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission; or to otherwise engage in lobbying activities as the term is defined herein. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

N/A

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

N/A

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TITLE

Page 2 of 4

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See page 4 for a complete description of lobbying activities.

N/A

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

N/A

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TITLE

06/12/2017 09:12 Independent Equipment
JUN/09/2017/FRI 01:21 PM

FAX No.

(FAX)5168770409

P.003
P.004

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
80184-07196-081

Page 3 of 4

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 6-12-17

Signed:

Print Name: CHRISTOPHER C. PETILLO

Title: OPEN & SALES MANAGER

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CHRISTOPHER C. PETILLO
BIDDER

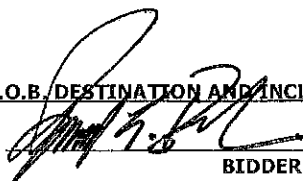

OPEN & SALES MANAGER
TITLE

Page 4 of 4:

The term **lobbying** shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

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TITLE

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 7/18/16

1) Proposer's Legal Name: Independent Equipment Corp

2) Address of Place of Business: 500 Shames Dr, Westbury, NY 11590

List all other business addresses used within last five years:

332 Sagamore Ave, Mineola, NY 11501
319 W. Sunrise Hwy, Freeport, NY 11520

3) Mailing Address (if different): Same

Phone: 516-877-2220

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: 036964018

5) Federal I.D. Number: 113-59-4672

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Other
(Describe) _____

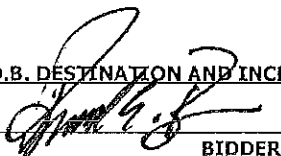
7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ☐ No ☒ If Yes, please provide details: _____

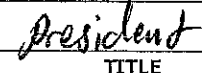
8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details: _____

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PRESIDENT

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No ☒ If Yes, provide details for each such investigation. _____
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ☒ If Yes, provide details for each such investigation. _____
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ___ No ☒ If Yes, provide details for each such charge. _____
- b) Any misdemeanor charge pending? Yes ___ No ☒ If Yes, provide details for each such charge. _____
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No ☒ If Yes, provide details for each such conviction _____
- d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No ☒ If Yes, provide details for each such conviction. _____

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COUNTY OF NASSAU STATE OF NEW YORKFORMAL SEALED BID PROPOSAL
80184-07196-081

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ☐ No ☒ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ☐ No ☒ If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ☐ No ☒ If Yes, provide details for each such year. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

1) STRICTLY ENFORCE POLICY 1 (2) CLEAR & ACCURATE RECORD KEEPING
3) IF CONFLICT ARISES - ASK FOR GUIDANCE FROM CONFLICTED PARTY
4) CONTINUOUS REVIEW OF COI POLICY REGULARLY

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation, MARCH 9, 2001

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TITLE

03/06/2017 07:25 Independent Equipment

(FAX)5168770409

P.003/004

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
B0184-07196-081

- i) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner: RICHARD BOHM
ii) Name, address and position of all officers and directors of the company: PRESIDENT
iii) State of incorporation (if applicable): NEW YORK STATE
iv) The number of employees in the firm: 19
v) Annual revenue of firm: 12 million DOLLARS
vi) Summary of relevant accomplishments: N/A
vii) Copies of all state and local licenses and permits: NONE
- 107 PARKSIDE DR.
PT LOOKOUT, NY
NO OTHER
OFFICERS
REGISTERED

B. Indicate number of years in business: 16 1/2 years

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. HAVE FOLLOWED STANDARD BUSINESS PRACTICES FOR 16 1/2 years. HAVE SUPPLIED EQUIP SUCCESSFULLY FOR ENTIRE BUSINESS
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company NEW YORK CONCRETE

Contact Person SAL RUSSO

Address 20 BRICK COURT

City/State STATEN ISLAND, NEW YORK 10309

Telephone 917-837-9281

Fax #

E-Mail Address SRUSSO@NEWYORKCONCRETE.COM

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COUNTY OF NASSAU STATE OF NEW YORK

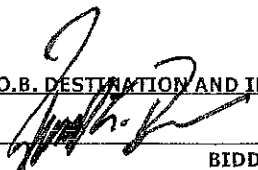
FORMAL SEALED BID PROPOSAL
80184-07196-081

Company ALAC
Contact Person ANTHONY CANBIVINELLO
Address 421 BROADWAY
City/State WEST BABYLON, NY 11704
Telephone 631-422-3870
Fax # _____
E-Mail Address _____

Company NEW YORK PAVING
Contact Person ANTIE BASNO
Address 161 BETHPAGE - SWEET HOLLOW RD
City/State OLD BETHPAGE, NY 11804
Telephone 516-694-4141
Fax # _____
E-Mail Address _____

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President

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COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
80184-07196-081

CERTIFICATION

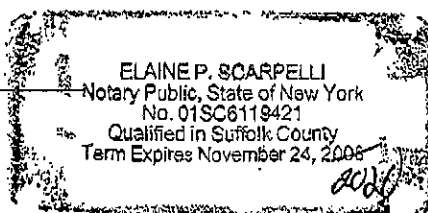
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, CHRISTOPHER C. PETILLO being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 12 day of JUL

2017

Elaine P. Scarcelli
Notary Public



Name of submitting business: INDEPENDENT EQUIPMENT CORP

By: CHRISTOPHER C PETILLO

CHRISTOPHER C PETILLO
Print name
Signature

OPEN & SALES MANAGER
Title

6/12/17
Date

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CHRISTOPHER C PETILLO
BIDDER

OPEN & SALES MANAGER
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORKFORMAL SEALED BID PROPOSAL
80184-07196-081PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

- Principal Name Richard Bohar
 Date of birth 09/17/1968
 Home address 107 Parkside Dr
 City/state/zip Pt Lookout, NY 11569
 Business address 500 Shames Dr
 City/state/zip Westbury, NY 11590
 Telephone 516-877-2720
 Other present address(es) 319 W. Sunrise Hwy
 City/state/zip Freeport, NY 11520
 Telephone 516-327-9966
 List of other addresses and telephone numbers attached _____
- Positions held in submitting business and starting date of each (check all applicable)
 President 03/09/2001 Treasurer 03/09/2001
 Chairman of Board _____/_____/____ Shareholder _____/_____/____
 Chief Exec. Officer _____/_____/____ Secretary _____/_____/____
 Chief Financial Officer _____/_____/____ Partner _____/_____/____
 Vice President _____/_____/____
 (Other) _____
- Do you have an equity interest in the business submitting the questionnaire?
 YES ☒ NO _____ If Yes, provide details. SOLE OWNER, CEO, CFO OF INDEPENDENT
EQUIPMENT SINCE CONCEPTION IN MARCH OF 2001
- Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
 YES _____ NO ☒ If Yes, provide details.
- Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ☐ NO ☒ If Yes, provide details.
- Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES _____ NO ☒ If Yes, provide details.

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TITLE

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES _____ NO ☒ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES _____ NO ☒ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES _____ NO ☒ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES _____ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES _____ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES _____ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES _____ NO ☒ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES _____ NO ☒ If Yes, provide details for each such conviction.
 - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES _____ NO ☒ If Yes, provide details for each such conviction.
 - f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES _____ NO ☒ If Yes, provide details for each such occurrence.

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9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES _____ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES _____ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES _____ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES _____ NO ☒ If Yes, provide details for each such year.

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TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
80184-07196-081

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Christopher C. Petitto, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 12 day of June 2017

Elaine P. Scarcelli
Notary Public

ELAINE P. SCARPELLI
Notary Public, State of New York
No. 01SC8119421
Qualified in Suffolk County
Term Expires November 24, 2009

INDEPENDENT EQUIPMENT COMP
Name of submitting business

Christopher C. Petitto
Print name

C. C. Petitto
Signature

Open & Sales Manager
Title

6/12/17
Date

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OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
80184-07196-081

AWARD: Award, if any, will be made to the lowest responsible bidder, who in the opinion of the Director of Purchasing, meets the specifications and qualifications stated herein. The Director of Purchasing reserves the right to make an award be items, groups, or classes of items or as a whole. Awards will be made in accordance with the terms and conditions attached hereto and made part hereof.

DELIVERY: Bidders are required to state guaranteed delivery date in terms of days after receipt of order in the space provided below and on page one. Bidders are cautioned to post realistic delivery dates. Guaranteed delivery dates will be strictly enforced. Must be made within 15 days A/R/O unless stated otherwise below:

Delivery to be made _____ **Days A/R/O.**

Delivery shall be made **ONLY** upon receipt of a Purchase Order, or in the case of a Blanket Order, upon receipt of a Direct Purchase Order(s) from a using agency authorized to use the Blanket Order which will be issued to the successful bidder. Purchase Order and Direct Purchase Order shall indicate the destination address. Inside delivery is required on all deliveries.

Bidders agree that all orders shall be effective and binding upon the contractor when PLACED IN THE MAIL addressed to the Contractor at the address shown on the Blanket Order/Purchase Order PRIOR TO MIDNIGHT OF THE FINAL DAY OF CONTRACT.

INSPECTION: Bidders should be aware of Inspection and Delivery requirements as stipulated.

BILLING: Shall be made on County claim forms or Certified Invoices to the individual using County Agency upon completion of deliveries made against applicable Purchase Order(s) or Direct Purchase Order(s).

NO PARTIAL PAYMENTS WILL BE PAID.

*****VENDOR CLAIM CERTIFICATION*****

IF A CLAIM VOUCHER IS NOT BEING SUBMITTED, THE FOLLOWING CERTIFICATION **MUST** APPEAR ON THE INVOICE:

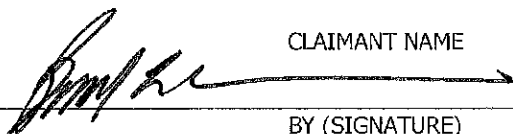
I HEREBY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OR RENDERED AS SET FORTH IN THIS CLAIM; THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH REFERENCED PURCHASE ORDER, DIRECT PURCHASE ORDER OR CONTRACT, THAT THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED HEREIN IS ACTUALLY DUE AND OWING AND HAS NOT BEEN PREVIOUSLY CLAIMED; THAT NO TAXES FROM WHICH THE COUNTY IS EXEMPT ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE.

Independent Equipment Corp

7/18/16

CLAIMANT NAME

DATE



President
TITLE

BY (SIGNATURE)

CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID*

Vendors may download claim form NIFS560 at the following URL:

<http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf>

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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PAYMENT: A certified invoice, or a County claim form to which the invoice is attached, shall be submitted in arrears, directly to the using agency, supported by vouchers signed by agency personnel attesting to satisfactory completion of the required services as specified.

*****VENDOR CLAIM CERTIFICATION*****

If a claim voucher is not being submitted, the following certification **MUST** appear on the invoice:

I hereby certify that all items or services were delivered or rendered as set forth in this claim; that the prices charged are in accordance with referenced purchase order, delivery order or contract, that the claim is just, true and correct; that the balance stated herein is actually due and owing and has not been previously claimed; that no taxes from which the County is exempt are included; and that any amounts claimed for disbursements have actually and necessarily been made.

<u>Independent Equipment Corp</u>	<u>3/18/16</u>
Claimant Name	Date
<u>[Signature]</u>	<u>President</u>
By Signature	Title

CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID.

Vendors may download claim form NIFS560 at the following URL:

<http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf>

RETENTION OF BID: Vendor is required to make a copy of his completed bid document and applicable attachments. Any purchase orders issued against this bid will refer to the bid and attachments to designate items awarded.

METHOD OF BIDDING: Please submit unit price in the appropriate column.

PRICE DISCREPANCY: In the event of a discrepancy between the unit price and the extension price, the unit price will govern.

WARRANTY: The successful bidder warrants the equipment furnished and all associated equipment against any defects in design, workmanship and materials against failure to operate satisfactorily for one (1) year from the date of acceptance by the using department and/or agency of the equipment, other than defects or failure shown by the Contractor that have arisen solely from accident or abuse occurring after delivery to the Nassau County agency. Contractor agrees to replace any parts, which in the opinion of the user, shall fail from the above reasons.

IMPORTANT NOTES: If a company policy or trade practice requires a different warranty period, the bidder may so state without fear of disqualifications. However, the bidder is cautioned that the length of warranty may, in some cases, be a deciding factor in making an award.

Equipment furnished hereunder shall meet the standards set forth in the Occupational Safety and Health Act of 1970.

BIDDER SHALL STATE WARRANTY

PERIOD: 1 year on unit

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[Signature]
BIDDER

President
TITLE

NOTE: All warranties take effect only upon written acceptance of equipment by using agency and shall run full term from that point.

BIDDER SHALL INDICATE COST AND TERM OF ANY EXTENDED WARRANTY OPTION, IF AVAILABLE:

NONE AVAILABLE

TAX PROVISION: Purchases made by the County of Nassau are not subject to State, Local Sales Taxes or Federal Excise Taxes. Federal Exemption #A-109538 State Exemption #EX 7213062C. The County of Nassau is not subject to any Existing "Fair Trade Agreements" and bidders should be governed accordingly.

NEW YORK STATE PRICES: Bidders must represent and warrant that if they are under contract with New York State for items specified herein, that the price quoted to the County is not higher than the price per unit quoted to New York State for like quantities.

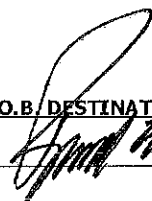
PRICE PROTECTION: Bidders are required to state period of price protection (in terms of days) after the bid opening.

STATE PRICE PROTECTION PERIOD: 30 **DAYS AFTER BID OPENING**

EXTENSION OF PRICE: It is anticipated that additional quantities of items specified herein may be required in the ensuing year. According, the County of Nassau requests that the prices bid be protected and be available to the County of Nassau for one (1) year from the date of the award. Economic conditions may not permit the price protection for an entire year. Bidders are requested to state the period for which bid prices will be applicable to potential additional orders.
0 days.

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COMPREHENSIVE AND GENERAL LIABILITY AND HOLD HARMLESS: The Contractor agrees to indemnify and hold harmless the County of Nassau, its agents, officers and employees against any and all claims, causes of action, costs, and liabilities, in law or in equity, of every kind and nature whatsoever, directly or proximately resulting from any act of omission or commission of Contractor, its officers, agents, or employees. Contractor shall, at Nassau County's demand, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought or instituted against Nassau County, its agents, officers, or employees on any such claim, demand or cause of action, and Contractor shall pay and satisfy any judgment or decree which may be rendered against Nassau County, its agents, officers, or employees in any such suit, action or legal proceeding.

The Contractor shall obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including, but not limited, to the torts and negligence of Contractor's personnel, with a combined single minimum limit of three million dollars (\$3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

Bidder shall list below the Insurance Company(s) holding the following documents:

A) Certificate of Insurance name the County of Nassau as co-insured:

Or

B) Certificate of Insurance with indemnification agreement (hold harmless clause):

PLEASE SEE ATTACHED

Please Include Insurance Certificate with your bid Nassau County Must be named as an additional insured

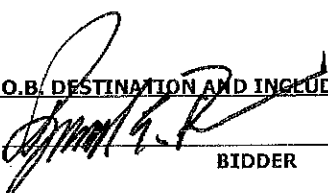
INSURANCE AND WORKERS COMPENSATION: The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including but not limited to the torts and negligence of Contractor's personnel, with a combined minimum single limit of three million dollars (\$3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

PRODUCT LIABILITY INSURANCE: The successful bidder agrees to obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of an agreement, a policy of Product Liability Insurance, including foreign objects, with a combined minimum single limit of one million dollars (\$1,000,000.00) for each occurrence, at the Contractor's sole cost and expense, and shall furnish a certificate showing evidence of current coverage.

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CERTIFICATE OF LIABILITY INSURANCE

INDEP-2

OP ID: ES

DATE (MM/DD/YYYY)

07/18/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DPS Insurance Group, Inc. 500 Granite Ave., Suite 2 Milton, MA 02186 Daniel P Sullivan	CONTACT NAME: Elizabeth Saville PHONE (A/C, No, Ext): 617-479-5500 E-MAIL ADDRESS: ESaville@DPSInsurancegroup.com FAX (A/C, No): 617-479-8761
INSURED Independent Equipment Corp. 500 Shames Drive Westbury, NY 11590	INSURER(S) AFFORDING COVERAGE INSURER A : Nova Casualty INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			RNTCL00103382	12/31/2015	12/31/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			RNTCL00103382	12/31/2015	12/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			RNTUM00101922	12/31/2015	12/31/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Equipment Floater			RNTCL00103382	12/31/2015	12/31/2016	Limit 3,000,000 Ded. 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contractors Equipment Rental. The County of Nassau NY is included as an additional insured per written agreement.

CERTIFICATE HOLDER

CANCELLATION

NASSAUC County of Nassau 1 West Street Mineola, NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Ebun Isaac</i>
---	--

GENERAL CONDITIONS:

All repairs to be made in accordance with the Occupational Safety and Health Administration safety requirements.

Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.

All Contractor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable electrical codes and safety requirements, and must adhere to them.

All parts supplied must match and inter-member without modification to the designated equipment, and must be in accordance with the specifications of the manufacturer of the part to be replaced.

Except as otherwise specified, all contract requirements will be performed at the site as required.

Any requirement to remove any part of the equipment or system(s), to the Contractor's shop, must be approved by an authorized agency representative. Nassau County shall supply all utilities which are available on location insofar as compatibility requirements permit.

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of Nassau County.

Employees of the Contractor, while on service call, shall carry identification badges or cards and shall be instructed to submit same to scrutiny upon request of security or supervisory personnel of Nassau County.

SPECIFICATIONS: Submit complete specifications and illustrations of products offered with the bid. Acceptance of a bid and designation of a manufacturer's catalog description, brand name or number in any Purchase or Blanket Order resulting there-from shall not be construed as qualification of the specifications of this bid or relief there-from, except as specifically stated in the Purchase or Blanket Order.

PRODUCT IDENTIFICATION: If a product(s) is identified by a BRAND NAME, a substitute of equal quality, construction, finish, composition, size, workmanship and performance characteristics may be acceptable. In submitting a bid, each bidder warrants that the substitute product being offered is an equal. Bid sheets shall be so noted of the manufacturer's name and brand of the product offered as an equal. If as a result of an award, a delivery is made of a brand or product represented as an equal which is subsequently deemed to be unacceptable, the Contractor shall be required, at his expense, to pick up the rejected item and replace it with brand(s) listed in this bid, or an acceptable equal which will have the approval of the Director.

PROTECTION FROM CLAIM AGAINST "OR EQUAL": In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better" or "or equal", the successful bidder agrees, at his own cost and expense, to defend such claims or claims and agrees to hold the County of Nassau free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever.

ALTERNATIVE ITEM: In submitting a bid on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the County. If a bidder does not indicate that the commodity he proposes to furnish is other than as specified, it will be construed to mean that the bidder proposes to furnish the exact commodity as described. Consideration of the alternate shall be at the sole discretion of the Director. MORE THAN ONE (1) BID ON EACH ITEM WILL NOT BE CONSIDERED, UNLESS OTHERWISE SPECIFIED BY THE COUNTY.

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EQUIVALENT BIDS: Bidders may offer a product of the same capability, but of different manufacture and model than that specified in this bid. The use of the name of a manufacturer, brand, make or catalog designation in specifying items described herein does not restrict or preclude bidders from offering equivalent or better product bids. Such a designation is used only to indicate the character, quality and minimum performance desired. Equal or better product bids are permissible. A bidder submitting an equal or better product shall, at his own cost and expense be responsible for submitting proof and/or a demonstration of equivalence, compatibility and performance. However, acceptance of an equivalent product shall be strictly at the discretion of the Director. Any omission of the term "or equal" in any specific bid item listing should be disregarded by the bidder. All bidders shall have an absolute right to submit "equivalent" bids notwithstanding any other provision of the bid specifications.

REPLACEMENT PARTS: The requirements specified herein represent, for the most part, replacement and/or repair components to existing and presently owned equipment, and must match and inter-member without modification with the equipment and systems indicated.

ADDITIONAL BIDS: The County reserves the right, for any un-contemplated additional requirements of extraordinary quantities of particular items to call for new bids, therefore, whenever in the opinion of the Director of the Office of Purchase it is in the best interests of the County of Nassau to do so.

PRICE LISTS AND DISCOUNTS: Bidders may attach price lists and catalogs indicating discounts available to the County for all other products not listed herein. New items may be added to the price list at the then current price at the same discount schedule during the life of the contract.

MANUALS/IN-SERVICE VIDEO: Bid prices shall include two (2) each OPERATING MANUALS and two (2) each SERVICE MANUALS for EACH model number ordered. Service manuals should include specifications, circuit description, maintenance procedures, parts list and schematics. Also, bid price shall include, if available, an in-service video, or CD, for EACH model number ordered.

NON-ASSIGNMENT: In accordance with Section 138 of the State Finance Law, the contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of Nassau County and any attempts to assign the contract without the County's written consent are null and void.

NON PERFORMANCE

The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the county shall so notify the contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, the Nassau County Department concerned will deduct a percentage based on the work not performed or performed unsatisfactorily from the Contractor's claim for the period covered. If the Contractor continues to omit or unsatisfactorily perform the required services, the County will arrange for the work to be done by another contractor and the cost of such work shall be deducted from any monies due or that may become due to the Contractor.

DISCLAIMER

Any Blanket Purchase Order issued as a result of this bid will establish terms and conditions pursuant to which certain materials and/or services are to be supplied or performed, from time to time, for a specified period upon issuance by the County of Delivery Orders. The Blanket Purchase Order is non-exclusive and the County is not bound to purchase, and no materials are to be delivered or services performed without a Delivery Order. The County shall be under no obligation whatsoever to issue such Delivery Orders. The Blanket Purchase shall not apply in any way to items of material or service deemed by the County in its sole discretion to be extraordinary or involve any special conditions, quantities, circumstances or complexities.

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NOTICE

READ THIS PAGE OF THE BID CAREFULLY

ALL BIDDERS MUST COMPLY WITH THIS REQUIREMENT OR YOUR BID WILL BE AUTOMATICALLY REJECTED

RIGHT TO KNOW LAW AND "OSHA"

PURSUANT TO ARTICLE 28, SECTION 876 OF THE LABOR LAW OF THE STATE OF NEW YORK, THE COUNTY OF NASSAU HAS MANDATED EMPLOYER'S RESPONSIBILITY TO PROVIDE NOTICE TO EMPLOYEES REGARDING TOXIC SUBSTANCES. TO SATISFY THIS MANDATED REQUIREMENT, WE MUST ASK FOR YOUR COOPERATION. SOME OF THE MATERIAL ON THIS BID MAY CONTAIN TOXIC SUBSTANCES. THEREFORE, YOU MUST SUBMIT, WITH YOUR BID, "**MATERIAL SAFETY DATA SHEETS**" FOR ALL MATERIALS TO BE SUPPLIED PURSUANT TO THIS BID.

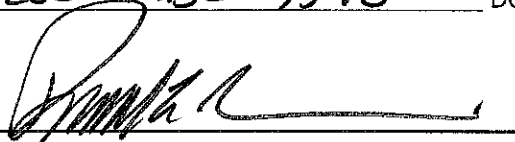
FAILURE TO PROVIDE THIS INFORMATION WITH THE BID WILL RESULT IN
AUTOMATIC REJECTION OF THE BID.

IF YOUR PRODUCT **DOES NOT** CONTAIN TOXIC SUBSTANCES, PLEASE SIGN THE FOLLOWING CERTIFICATION:

CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE READ THE NASSAU COUNTY NOTICE, AND FURTHER CERTIFY THAT ITEMS NUMBERED SA200-MB2-1548 DO NOT CONTAIN ANY TOXIC SUBSTANCES.

X

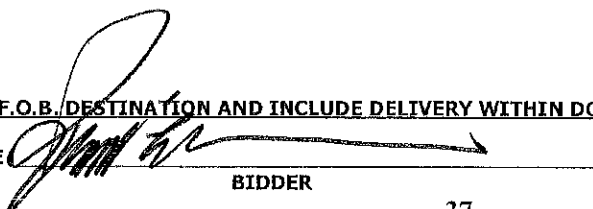

Signature

President
Title

7/18/16
Date

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TITLE

EVALUATION:

The Director of the Office of Purchasing (hereinafter known as the Director) reserves the right before making award to make investigations as to whether or not the items, qualifications, services or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of an award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which he is bidding. Upon request of the Director of Purchasing, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

ACCESS CLAUSE: Contractor, including its satellites, offices and/or subcontractors, if any, shall maintain full and complete books and records of accounts pertaining to this agreement, in accordance with accepted accounting practices and such other records as may be reasonably prescribed by the County of Nassau. Such books and records shall at all times be available for audit and inspection by the completion of all the services described in this agreement. Contractor further agrees that if any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the Contractor agrees that it will make available upon written request by the Secretary of Health and Human Services, or the Comptroller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of six (6) years after the furnishing of any of the services described in this contract.

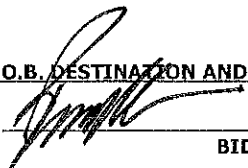
TERMINATION PREROGATIVE: The Director reserves the right to cancel the Blanket Order by giving not less than thirty (30) days written notice that, on or after a date therein specified, the contract shall be deemed terminated and cancelled.

VENDOR RESPONSIBILITY CRITERIA: The Director of Purchasing reserves the right before making an award to make investigations as to whether or not the qualifications, services, facilities or items offered by the bidder meet the requirements set forth herein and are ample and sufficient to ensure the proper performance in the event of an award. The bidder must be prepared, if requested by the Director of Purchasing, to present evidence of experience, ability, financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which the vendor is bidding. Upon request of the Director, the successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bid are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before an award; and it is further understood that, if such examination is made, it in no way relieves the bidder from fulfilling all requirements and conditions of the bid.

IMPORTANT NOTE: The Director reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Director determines the best interests of the County of Nassau will be served. The Director, in his sole discretion, may accept or reject illegible, incomplete or vague bids and his decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the bidder's conditional or revocable terms in the offer. Prior to award, the Director reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE



BIDDER

President
TITLE

NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OR PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WITH [1], [2], [3] ABOVE HAVE NOT BEEN COMPLETE WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty of perjury under the laws of the State of New York,

this 18th day of July, 20 16 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor: Independent Equipment Corp

Address: 500 Shames Dr


Street: _____

City, Town, etc: Westbury, NY 11590

Telephone: 516-877-2220 Title: President

If applicable, responsible Corporate Officer

Name Richard Bohm Title President

Signature: [Signature] 

FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE SHALL RESULT IN AUTOMATIC REJECTION OF THE BID.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE [Signature]
BIDDER

President
TITLE

MANUFACTURER'S CERTIFICATE

THIS IS TO CERTIFY:

That we manufacture the commodities specified in the attached bid schedule:

That the address of the manufacturing plant is:

SOLAN TECH.
7620 CENTURIONIA ROAD
ACACANTOWN, PA 18102

SOLAN TECH. Manufacturer
[Signature] Signature

Title REPRESENTATIVE

FURTHERMORE:

That we authorize

INDEPENDENT EQUIPMENT CORP.
500 SHAWNS RIDGE, WESTBORO, NY 11890
(Name and address of firm or individual)

As our distributor to furnish our products to the County of Nassau as provided in the attached schedules, and agree to supply said distributor such quantities of our products as may be required by the County of Nassau.

SOLAN TECH. Manufacturer
[Signature] Signature

Title REPRESENTATIVE
7/19/16 Date

MUST BE SIGNED BY AN OFFICER OF THE COMPANY. SALES AGENT OR MANAGER'S SIGNATURE WILL NOT BE ACCEPTED UNLESS LETTER OF AUTHORIZATION FROM THE MANUFACTURER IS ATTACHED.

NOTE: When bidder is other than the manufacturer, the complete certificate must be executed by the manufacturer.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

[Signature]
BIDDER

President
TITLE

GENERAL INSTRUCTIONS: All bidders must adhere to the following conditions:

As per New York State Municipal Law 103, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties as presented in this bid for the specific commodity or service required.

Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the County of Nassau cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity of service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

Bidders must insert **FEDERAL IDENTIFICATION NUMBER** in the space provided on page one of this bid.

Late Formal Sealed Bids will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. Bids must be received by 11:00 A.M. on the bid opening date.

Prices **MUST** be inserted with **TYPEWRITER OR INK**. Entries with **WHITE OUT, CROSS-OUTS OR LIFT-OFF TAPE** **MUST** BE INITIALED or that entry will be disqualified.

Bidders should submit bid with unit price in the appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bidders shall submit one (1) original bid document and all applicable attachments. Any order issued against this bid will refer to the bid and attachments to designate items awarded. Bidders agree that all, Direct Purchase Orders and/or Purchase Orders shall be effective and binding upon the Contractor when placed in the mail, addressed to the Contractor at the address shown on the Direct Purchase Order or the Purchase Order.

Bidders **MUST** state manufacturer's name and catalog number of each item bid.

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

Purchases made by Nassau County are not subject to State or Local Sales Tax or Federal Excise Taxes.

Federal Exemption Number: A-109538 **State Exemption Number: EX 7213062C**

Inside (receiving dock) delivery is required on all orders.

The rights and obligations of the parties under this agreement shall be governed by the laws of the State of New York.

Bids are hereby solicited for the commodities and/or services specified herein which are to be delivered and/or performed at the locations indicated, and in strict accordance with all specifications, terms and conditions attached hereto and made part hereof.

Bid document must be signed by proprietor, partner or corporate officer.

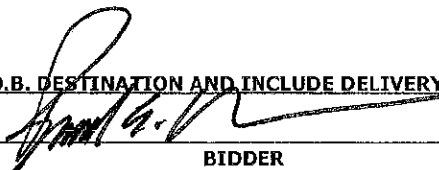
The clauses contained in these bid forms set forth the wishes of the County of Nassau in regard to the purchase and/or services required. However, the Director reserves the right to waive irregularities, omissions, or other technical defects if, in its judgment, the best interest of the County of Nassau will be served accordingly.

Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s). In any event, the decision of the Director will be final.

Qualification statement **MUST BE COMPLETED** and submitted with bid. See page 4 for further details

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE



BIDDER

President
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
80184-07196-081

RECORD RETENTION: Contractor shall retain complete and accurate records and documents related to this Agreement for six (6) years following the later of termination or final payment. Such records shall at all times be available for audit and inspection by the County.

Governing Law – Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

Ordinance # 72-2014

The bidder declares that they are a registered vendor in accordance with Ordinance # 72-2014 (the "Ordinance"). All registered vendors must pay the One Hundred Twenty-Five Dollar (\$125.00) annual fee required under the Ordinance. Additionally, registered vendors must pay a Two Hundred Seventy-Five Dollar (\$275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under the Ordinance. Further details about the registration process may be found at

<https://eproc.nassaucountyny.gov/SupplierRegister>

Specifications/Pricing:

Item #	Qty.	Unit	Description	Unit Price	Total Price
1	8	Ea.	MB2-1548 MESSAGE BOARDS - INTEGRATED MODEM, GPS, AND 5 YEAR CELLULAR SERVICE PLAN INCLUDED WITH OPTIONAL 320 WATT SOLAR ARRAY (UP GRADE TO ENSURE BATTERY CHARGE RECOVERY AND LIFE), LIFT AND ROTATE TRAILER WITH 2-1/2" BALL HITCH, PAINTED WHITE ITEM# *SA200-MB2-1548	17,850. ⁰⁰	\$142,800. ⁰⁰

Item number listed is from Solar Technology Inc. bidders can bid to specifications or an equal.

State the manufacturer and model number of item offered include specifications

Item 1 MB2-1548 SOLAR TECH SA200-MB2-1548

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

BIDDER

TITLE

OPENED: JULY 19, 2016 AT 11 A.M.
 BID NO: 80184-07196-081
 REQ. NO: RQPD16000336
 TITLE: SOLAR POWERED SILENT
 MESSENGER BOARD

INDEPENDENT
EQUIPMENT
CORP.

DETAILS OF AWARD

[illegible]

Date _____

PUBLIC BID OFFICER




OPEN July 19, 2016

DATE: August 15, 2016

_FROM: ADMINISTRATION

FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

Date: August 15, 2016 To: Supervisor From: Buyer Timothy Funaro			Bid Results
Item		Bidder	
List of recommended awards in accordance with the attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.		Recommend an award be given to Independent Equipment Corp. as the lowest Responsible bidder meeting specifications and bid terms. See attached	
_____ Buyer			
Date: _____			
To: Director From: Supervisor			
<div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> <input type="checkbox"/> Concur </div> <div style="text-align: center;"> <input type="checkbox"/> Disagree (See Reverse) </div> </div>			
Date: 9/7/16			
To: Buyer From: Director			
<input checked="" type="checkbox"/> Approved for Award			
<input type="checkbox"/> Hold award pending discussion			
<input checked="" type="checkbox"/> Subject to Legislature Approval			
_____ <div style="text-align: right;">  Director </div>			

Cleary, Robert

From: Giambruno, Gerard <GGiambruno@PDCN.ORG>
Sent: Monday, June 19, 2017 9:58 AM
To: Cleary, Robert
Subject: FW: Message Board Purchase Request

As the end user of the Message Boards that we have requested purchase of, I did a side by side comparison of both the Solar Tech and the WANCO message boards. After comparing both message boards I have come to the conclusion that the WANCO unit does not include required features as cited in the bid standards and as such does not meet the minimum specifications. The message board offered by SolarTech has indispensable features the end user needs that are not included with the WANCO board. The aforementioned features included a 320 watt Solar Array Option for a more rapid battery which extends battery life, 45 amp battery charger, 520 Amp Hours of power, less batteries are needed to run the board, Built in GPS chip and integrated modem with lifetime communication at no cost, large touch screen controller, a more secure system to isolate the board from moving during towing, higher ground clearance with a superior axle and suspension system. The SolarTech message board has been being used by Nassau County O.E.M. for the past few years with satisfaction of function and service.

Gerard Giambruno
Detective Sergeant
Nassau County Police Department
D.C.O. Asset Forfeiture and Intelligence

Comparison OF Bids

Recommended Vendor Independent Equipment Corp.

Requisition # RQPD16000336

% and \$ amount difference plus or minus over

Pre-Encumbrance: \$156,000.00

Pre-Encumbrance 8.4615% \$13,200.00

Buyer Timothy Funaro

Purchase Order #

Vendors												
		Independent Equipment		Garden State		Herc Rentals/Hertz		Herc Rentals/Hertz		Vendor # 5		
line	qty	unit price	extended	unit price	extended	unit price	extended	unit price	extended	unit price	extended	low bid
1	8	17850.00	142800.00	18395.00	147160.00	18020.00	144160.00	13225.00	105800.00	0.00	0.00	105800.00
2	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
14	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
15	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
16	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
17	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
18	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
25	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
27	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
28	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
29	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
30	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
31			0.00		0.00		0.00		0.00		0.00	0.00
32			0.00		0.00		0.00		0.00		0.00	0.00
33			0.00		0.00		0.00		0.00		0.00	0.00
34			0.00		0.00		0.00		0.00		0.00	0.00
35			0.00		0.00		0.00		0.00		0.00	0.00
sum			142800.00		147160.00		144160.00		105800.00		0.00	
shl	1	0.00	0.00	0.00	0.00	0.00	0.00	20.00	20.00	18.20	18.20	
		Total	142800.00	Total	147160.00	Total	144160.00	Total	105820.00	Total	18.20	105800.00
Delivery	10 Days											
Terms	Net 30			Net 30		Net 30		Net 30				
F.O.B.	Dest.			Dest.		Dest.		Dest.				
Vin	113594672			222824726		136174127		136174127				142,800.00
Tel No.	516-877-2220			856-692-7572		718-669-8149		718-669-8149				
Verbal	Richard boham			Sharon L. Green		Jason Oosterbeck		Jason Oosterbeck				
Date	07/19/2016 sealed bid			07/19/2016 sealed bid		07/19/2016 sealed bid		07/19/2016 sealed bid				

Notes Formal Sealed Bid Number 80184-07196-081 Title: Solar Powered Silent Messenger Board

Award to Independent Equipment Corp. the apparent low bidder's offering of the optional board did not meet specifications. Independent equipment has a 320 watt solar array, a 45 amp battery charger, a 520 amp of power which require lees batteries to run the board. A built in GPS chip and intergrated modem with a lifetime communication at no cost. Hertz board does not include this items as part of their bid they would be at an additional cost.

* key 0=No Bid

A- 85-2016



Staff Summary A-29-2017

Subject: Dimensional Lumber (S/B # 54020-05027-051)
Department: Office of Purchasing
Department Head Name: Eric C. Naughton
Department Head Signature <i>[Signature]</i>

Date: May 24, 2017
Vendor Name: Feldman Lumber US-LBL, LLC
Contract Number: A-29-2017
Contract Manager Name: Kimberly Stanton

Proposed Legislative Action					
	To	Date	Approval	Info	Other
	Assgn Comm				
	Rules Comm				
	Full Leg				

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
	Dept. Head	6/22/17	Counsel to C.E.
	Budget	6/19/17	County Atty.
6/22/17 E.H.	Deputy C.E.	6/22/17 SK	County Exec.

Narrative

Purpose: To award and execute a blanket purchase order for dimensional lumber to Feldman Lumber US-LBL, LLC. for the Nassau County Department of Public Works.

Discussion: This solicitation was advertised in Newsday and posted to the Nassau County Bid Solicitation Board where seven (7) vendors viewed the bid; one (1) vendor is a woman/minority owned businesses. Minority Affairs was given a copy of the bid. Three (3) vendors submitted bids.

Feldman Lumber US-LBL, LLC, located in Brooklyn, New York submitted a bid for fifty-seven (57) of the ninety-nine (99) items. It is recommended that Feldman Lumber US-LBL, LLC be awarded a contract for those fifty-seven (57) items, as the lowest responsible bidder.

East Islip Lumber will be awarded a contract for twelve (12) of the ninety-nine (99) items as the lowest responsible bidder. Their contract does not require oversight.

The remaining thirty (30) items will not be awarded and milled by the DPW.

Impact on Funding: Estimated annual usage for the Feldman contract will be Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) from general funds.

Recommendation: Office of Purchasing recommends awarding a blanket purchase order to Feldman Lumber US-LBL, LLC as the lowest responsible bidder meeting specifications.

APPROVED: *[Signature]* 6/19/17
(DATE)

INSURANCE SECTION

FOR DEPT. OF PUBLIC WORKS AND
NASSAU COUNTY

COUNTY OF NASSAU
INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE

A-29-2017


FROM: ERIC NAUGHTON, DEPUTY COUNTY EXECUTIVE-FINANCE

DATE: JUNE 12, 2017

SUBJECT: RESOLUTION-NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANKET PURCHASE ORDER IN THE AMOUNT OF TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$225,000.00) ON BEHALF OF NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS TO FELDMAN LUBBER US-LL, LLC WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS TO PROVIDE DIMENSIONAL LUMBER FOR NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS.

THE ABOVE DESCRIBED DOCUMENT ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW AND APPROVAL AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.


ERIC NAUGHTON
DEPUTY COUNTY EXECUTIVE-FINANCE

MS: br

ENCL: (1) STAFF SUMMARY
(2) DISCLOSURE STATEMENT
(3) RESOLUTION
(4) BID SUMMARY
(5) BID PROPOSAL
(6) CERTIFICATE OF LIABILITY INSURANCE
(7) RECOMMENDATION OF AWARD
(8) POLITICAL CONTRIBUTION FORM



RULES RESOLUTION

2017

A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND FELDMAN LUMBER US-LBL, LLC.

WHEREAS, the County of Nassau on behalf of the NASSAU COUNTY OFFICE OF PURCHASING has received competitive bids 54020-05027-051 for dimensional lumber for the Nassau County Department of Public Works as more particularly described in the bid document; and

WHEREAS, the Director is representing to the Rules Committee that the firm, FELDMAN LUMBER US-LBL, LLC submitted the lowest responsible bid and meets all specifications for the product described in the said contract as determined by the Director of the Office of Purchasing.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Director, Office of Purchasing to award and execute the said Blanket Purchase Order with FELDMAN LUMBER US-LBL, LLC.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

None

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated:

5/22/17

Vendor:

FELDMAN LUNNON CS-CB766C

Signed:

[Signature]

Print Name:

Kenneth Blumberg

Title:

President

Page 1 of 4

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission; or to otherwise engage in lobbying activities as the term is defined herein. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

None

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

None

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TITLE

Page 2 of 4

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See page 4 for a complete description of lobbying activities.

NONE

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

NONE

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Page 3 of 4

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 5-7-17

Signed: 

Print Name: CHRIS RAPHAEL JONES

Title: MANAGER

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Page 4 of 4:

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

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TITLE

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name RENNATH BLUMBERG
Date of birth 8/25/66
Home address 1036 PARK AVE
City/state/zip NEW YORK NY 10028
Business address 1281 METROPOLITAN AVE
City/state/zip BROOKLYN NY 11237
Telephone 718 786-7777
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President 6/1/14 Treasurer _____
Chairman of Board _____/_____/____ Shareholder _____/_____/____
Chief Exec. Officer _____/_____/____ Secretary _____/_____/____
Chief Financial Officer _____/_____/____ Partner _____/_____/____
Vice President _____/_____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES _____ NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES _____ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES _____ NO X If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES _____ NO X If Yes, provide details.

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NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES _____ NO X If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES _____ NO X If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES _____ NO X If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES _____ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES _____ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES _____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES _____ NO X If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES _____ NO X If Yes, provide details for each such conviction.
 - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES _____ NO X If Yes, provide details for each such conviction.
 - f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES _____ NO X If Yes, provide details for each such occurrence.

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9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

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BIDDER

TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, KENNETH BLUMBERG, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 20 day of JUNE 2017

Viola Morris
Notary Public

VIOLA MORRIS
Notary Public, State of New York
No. 01MO6114585
Qualified in Nassau County
Term Expires Aug. 23, 2020

FELDMAN CONSULTING US, LLC
Name of submitting business

KENNETH BLUMBERG
Print name

[Signature]
Signature

PRESIDENT
Title

6/20/2017
Date

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[Signature]
BIDDER

MANAGER
TITLE

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none". No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 5-22-17

1) Proposer's Legal Name: FELDMAN COMMERCIAL US LP LLC

2) Address of Place of Business: 1281 METROPOLITAN L.F. BROOKLYN, NY 11237

List all other business addresses used within last five years:

HONG KONG

3) Mailing Address (if different): _____

Phone: 718-786-7777

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: 47-1346134

6) The proposer is a (check one): Sole Proprietorship _____ Partnership _____ Corporation ☒ Other _____
(Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes _____ No ☒ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes _____ No ☒ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes _____ No ☒ If Yes, provide details: _____

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TITLE

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No ☒ If Yes, provide details for each such investigation. _____
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ☒ If Yes, provide details for each such investigation. _____
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ___ No ☒ If Yes, provide details for each such charge. _____
- b) Any misdemeanor charge pending? Yes ___ No ☒ If Yes, provide details for each such charge. _____
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No ☒ If Yes, provide details for each such conviction _____
- d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No ☒ If Yes, provide details for each such conviction. _____

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TITLE

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No X If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ___ No X; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICT EXISTS

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICT EXISTS

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICT EXISTS

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

IF A CONFLICT OF INTEREST SHOULD ARISE GUIDANCE WILL BE SOUGHT FROM THE COUNTY

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation;

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- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
 - iii) Name, address and position of all officers and directors of the company;
 - iv) State of incorporation (if applicable);
 - v) The number of employees in the firm;
 - vi) Annual revenue of firm;
 - vii) Summary of relevant accomplishments
 - viii) Copies of all state and local licenses and permits.
- B. Indicate number of years in business. 3 (NO FIRM FORM 129.07.17)
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company TOWN OF HEMPSTAD
Contact Person GARY J. PARISI
Address 350 FRONT ST
City/State HEMPSTAD, NY 11550
Telephone 516 489-5000
Fax # 516 483-6353
E-Mail Address _____

Company BOCHS NASSAU COUNTY
Contact Person ROBERT T WEHDELKEH
Address 71 CLIXTON RD
City/State GREENE CITY, NY 11530
Telephone 516 396-2544
Fax # 516 997-1053
E-Mail Address RWEHDELKEH@HASMOLKSBORG

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TITLE

Company BOCKS WESTERN SUPPLY
Contact Person LORRAINE HEIN
Address 507 DEER PARK ROAD
City/State HUNTINGTON STATION, NY 11746
Telephone 631-549-4900 x 292
Fax # 631-673-4973
E-Mail Address PURCHASING@WSPRODUCTS.ORG

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BIDDER

MANAGER
TITLE



Feldman Lumber – US LBM, LLC

Corporate Office:

1281 Metropolitan Avenue, Brooklyn, NY 11237
(718) 786-7777 • (718) 628-7777 • FAX (718) 472-3575

Branch Locations:

251 East Shore Rd. • Great Neck, NY 11023
(516) 487-1400 • (516) 365-6464 • FAX (516) 487-1498

58-30 57TH ST. • Maspeth, NY 11378
(718) 418-7777 • FAX (718) 418-6773

100 Dale Avenue • Paterson, NJ 07501
(973) 910-2600 • FAX (973) 910-2699

- i) Date of formation ; July 14,2014
- ii) US LBM Holdings, LLC ("US LBM") a Delaware Limited Liability Company, with its principal place of business at 1000 Corporate Grove Drive, Buffalo Grove, IL 60089 (see www.uslbm.com). This is a holding company that will not take part in the performance of this contract.
- iii) 1) Kenneth Blumberg : President and General Manager 1281 Metropolitan Ave., Brooklyn, NY 11237
- iv) New York
- v) 214
- vi) 206 Million
- vii) Feldman Lumber, in various forms, has been in business for over 100 years. We provide lumber and building materials to private and public sector customers in the New York Metro and Tri County area. We have fifty trucks for deliveries and an unsurpassed inventory. We have contracts with NYC, Westchester County, Town of Hempstead, Nassau Boces, Western Suffolk Boces and many other municipalities.
- viii) N/A

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, CHRISTOPHER JONES, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 1 day of MAY 2017

Viola Morris
Notary Public

VIOLA MORRIS
Notary Public, State of New York
No. 01MO6114585
Qualified in Nassau County
Term Expires Aug. 23, 2020

Name of submitting business: FELDMAN COMMERCIAL US - LBM LLC

By: CHRISTOPHER JONES
Print name

[Signature]
Signature

MARGEN
Title

5 / 1 / 17
Date

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[Signature]
BIDDER

MGR
TITLE

Page 1 of 4

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: FELDMAN LUMBER US LCBM LLC
Address: 1281 METROPOLITAN AVE,
City, State and Zip Code: BROOKLYN, NY 11237
2. Entity's Vendor Identification Number: 47-1346134
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☒ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):
KENNETH BLUMBERG 1036 PARK AVE NEW YORK, NY 10028

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.
KENNETH BLUMBERG 1036 PARK AVE, NEW YORK, NY 10028

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BIDDER

TITLES

Page 2 of 4

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

US CBH HOLDINGS, LLC IS A HOLDING
CORPORATION THAT WILL NOT TAKE PART IN THE
PERFORMANCE OF THIS CONTRACT

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

REDACTED

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BIDDER

14

TITLE

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

None


(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 5-2-17

Signed: 

Print Name: CHRISTOPHER JONES

Title: MANAGER

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BIDDER

MANAGER
TITLE

Page 4 of 4:

The term **lobbying** shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

BIDDER

TITLE

ITEM #	ARTICLE	UNIT	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	TO NO.	AMOUNT
			PIONEER BUILDING MATERIALS CORP.	EAST ISLIP LUMBER	FELDMAN LUMBER															
1	1" x 2"	LF	NB	0.90	0.48														3	
2	1" x 2"	LF	NB	NB	NB														3	
3	1" x 2"	LF	NB	NB	NB														3	
4	1" x 3"	LF	NB	1.18	0.82														3	
5	1" x 3"	LF	NB	NB	NB														3	
6	1" x 3"	LF	NB	NB	NB														3	
7	1" x 4"	LF	NB	0.83	0.96														3	
8	1" x 4"	LF	NB	NB	NB														3	
9	1" x 4"	LF	NB	1.43	NB														3	
10	1" x 6"	LF	NB	2.95	1.64														3	
11	1" x 6"	LF	NB	NB	NB														3	
12	1" x 6"	LF	NB	2.81	NB														3	
13	1" x 8"	LF	NB	4.95	2.18														3	
14	1" x 8"	LF	NB	NB	NB														3	
15	1" x 8"	LF	NB	4.46	NB														3	
16	1" x 10"	LF	NB	7.95	3.75	3.44													3	
17	1" x 10"	LF	NB	NB	NB	NB													3	
18	1" x 10"	LF	NB	NB	NB	NB													3	
19	1" x 12"	LF	NB	8.75	5.12	4.70													3	
20	1" x 12"	LF	NB	NB	NB	NB													3	
21	1" x 12"	LF	NB	8.17	NB	NB													3	
22	2" x 2"	LF	NB	1.95	1.30	0.90													3	
23	2" x 2"	LF	NB	NB	NB	NB													3	
24	2" x 2"	LF	NB	NB	NB	NB													3	
25	2" x 3"	LF	NB	1.21	1.56														3	
26	2" x 3"	LF	NB	0.40	NB														3	
27	2" x 3"	LF	NB	NB	0.38														3	
28	2" x 4"	LF	NB	2.95	1.37	1.80													3	
29	2" x 4"	LF	NB	0.55	0.44														3	
30	2" x 4"	LF	NB	0.70	0.45														3	
31	2" x 6"	LF	NB	4.50	2.35	3.12													3	
32	2" x 6"	LF	NB	0.95	0.83	0.65													3	
33	2" x 6"	LF	NB	1.10	NB	0.66													3	
34	2" x 8"	LF	NB	6.95	3.60	4.18													3	
35	2" x 8"	LF	NB	1.60	1.03	0.84													3	
36	2" x 8"	LF	NB	1.79	NB	0.84													3	
37	2" x 10"	LF	NB	6.30	6.18														3	
38	2" x 10"	LF	NB	1.64	1.23														3	
39	2" x 10"	LF	NB	NB	1.24														3	
40	2" x 12"	LF	NB	NB	7.98														3	
41	2" x 12"	LF	NB	1.82	1.50														3	


ITEM #	ARTICLE	UNIT	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	TO NO.	AMOUNT
42	2" x 12" DOUGLAS FIR (KILN-DRIED-DF-KD)	LF	NB	NB	1.50														W	
43	3" x 3" CEDAR (STK)	LF	NB	NB	3.74														W	
44	3" x 3" DOUGLAS FIR (DF)	LF	NB	NB	NB														W	
45	3" x 3" DOUGLAS FIR (KILN-DRIED-DF-KD)	LF	NB	NB	NB														W	
46	3" x 4" CEDAR (STK)	LF	NB	NB	5.00														W	
47	3" x 4" DOUGLAS FIR (DF)	LF	NB	NB	NB														W	
48	3" x 4" DOUGLAS FIR (KILN-DRIED-DF-KD)	LF	NB	NB	NB														W	
49	3" x 6" CEDAR (STK)	LF	NB	NB	7.48														W	
50	3" x 6" DOUGLAS FIR (DF)	LF	NB	NB	NB														W	
51	3" x 6" DOUGLAS FIR (KILN-DRIED-DF-KD)	LF	NB	NB	NB														W	
52	3" x 8" CEDAR (STK)	LF	NB	NB	9.98														W	
53	3" x 8" DOUGLAS FIR (DF)	LF	NB	NB	1.90														W	
54	3" x 8" DOUGLAS FIR (KILN-DRIED-DF-KD)	LF	NB	NB	NB														W	
55	3" x 10" CEDAR (STK)	LF	NB	NB	12.48														W	
56	3" x 10" DOUGLAS FIR (DF)	LF	NB	NB	2.44														W	
57	3" x 10" DOUGLAS FIR (KILN-DRIED-DF-KD)	LF	NB	NB	NB														W	
58	3" x 12" CEDAR (STK)	LF	NB	NB	14.98														W	
59	3" x 12" DOUGLAS FIR (DF)	LF	NB	NB	2.70														W	
60	3" x 12" DOUGLAS FIR (KILN-DRIED-DF-KD)	LF	NB	NB	NB														W	
61	4" x 4" CEDAR (STK)	LF	6.50	3.38	3.98														W	
62	4" x 4" DOUGLAS FIR (DF)	LF	NB	NB	1.30														W	
63	4" x 4" DOUGLAS FIR (KILN-DRIED-DF-KD)	LF	NB	NB	NB														W	
64	4" x 6" CEDAR (STK)	LF	NB	NB	9.98														W	
65	4" x 6" DOUGLAS FIR (DF)	LF	NB	NB	1.75														W	
66	4" x 6" DOUGLAS FIR (KILN-DRIED-DF-KD)	LF	NB	NB	NB														W	
67	4" x 8" CEDAR (STK)	LF	NB	NB	13.32														W	
68	4" x 8" DOUGLAS FIR (DF)	LF	NB	NB	3.08														W	
69	4" x 8" DOUGLAS FIR (KILN-DRIED-DF-KD)	LF	NB	NB	NB														W	
70	4" x 10" CEDAR (STK)	LF	NB	NB	16.84														W	
71	4" x 10" DOUGLAS FIR (DF)	LF	NB	NB	3.84														W	
72	4" x 10" DOUGLAS FIR (KILN-DRIED-DF-KD)	LF	NB	NB	NB														W	
73	4" x 12" CEDAR (STK)	LF	NB	NB	19.98														W	
74	4" x 12" DOUGLAS FIR (DF)	LF	NB	NB	4.60														W	
75	4" x 12" DOUGLAS FIR (KILN-DRIED-DF-KD)	LF	NB	NB	NB														W	
76	6" x 6" CEDAR (STK)	LF	28.00	NB	14.98														W	
77	6" x 6" DOUGLAS FIR (DF)	LF	NB	NB	3.52														W	
78	6" x 6" DOUGLAS FIR (KILN-DRIED-DF-KD)	LF	NB	NB	NB														W	
79	8" x 8" CEDAR (STK)	LF	58.00	NB	26.62														W	
80	8" x 8" DOUGLAS FIR (DF)	LF	NB	NB	6.70														W	
81	8" x 8" DOUGLAS FIR (KILN-DRIED-DF-KD)	LF	NB	NB	NB														W	
82	1" x 12" RED OAK (S4S)	LF	12.99	5.63	5.00														W	

DETAILS OF
AWARD

ITEM #	ARTICLE	UNIT	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	TO NO.	AMOUNT
83	1" x 12"	LF	NB	NB	17.10															
84	1" x 12"	LF	NB	NB																
85	5/4" x 12"	LF	NB	NB																
86	5/4" x 12"	LF	NB	NB	9.93															
87	5/4" x 12"	LF	NB	NB	8.60															
88	5/4" x 12"	LF	NB	NB	21.36															
89	1" x 12"	LF	NB	NB																
90	1" x 12"	LF	NB	NB	7.10															
91	5/4" x 12"	LF	NB	NB	1.12															
92	5/4" x 12"	LF	NB	NB	1.06															
93	5/4" x 12"	LF	NB	NB	8.30															
94	5/4" x 12"	LF	NB	NB	1.74															
95	5/4" x 12"	LF	NB	NB	3.05															
96	1" x 12"	LF	NB	NB	2.51															
97	1" x 12"	LF	NB	NB	5.20															
98	5/4" x 12"	LF	NB	NB	3.40															
99	5/4" x 12"	LF	NB	NB	7.50															
100	5/4" x 12"	LF	NB	NB	4.45															
101	5/4" x 12"	LF	NB	NB	10.00															

Claudia Cotesurdo hereby certifies that the bids listed above were opened at the time and place specified therein and that the above is a correct transcription from all original bids received.
Date 5/4/17
Public Bid Officer

FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK		BID NUMBER 54020-05027-051
	COUNTY OF NASSAU BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM - NOON & 1 PM - 4:45 PM		Dated: Ad. Date Here 04/20/17
			BID OPENING DATE 05/02/17 11:00 A.M. E.D.S.T.
BUYER Kimberly Stanton	TELEPHONE: 516-571-6679	REQUISITION NUMBER	

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: **DIMENSIONAL LUMBER**

• ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF 1 PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HERewith PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO:

Nassau County Department of Public Works

GUARANTEED DELIVERY DATE

21 DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER

42-1346134

TOLL FREE TELEPHONE NUMBER:

BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER <u>FELDMAN LUMBER US-LBM, LLC</u>			
ADDRESS <u>1281 METROPOLITAN AVE</u>			
CITY <u>ROCKY HILL</u>	STATE <u>NY</u>	ZIP CODE <u>11757</u>	TELEPHONE <u>862867777</u>
SIGNATURE OF AUTHORIZED INDIVIDUAL <u>CHRISTOPHER JONES</u>		PRINT OR TYPE NAME OF SIGNER AND TITLE <u>MANAGER-PUBLIC SAFETY</u>	

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSED BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS.

BID TERMS AND CONDITIONS

- Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
- Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
- Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.
- PRICES - The provisions of the New York State Fair Trade Law (Federal-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
- SURETY - In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

6. **SAMPLES** Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.
7. Award The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.
8. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.
9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.
10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.
11. **DELIVERIES** Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.
12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.
13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.
14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.
15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.
16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.
17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.
18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.
19. Billings for deliveries must be rendered on County claim forms.
20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.
21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.
22. **GUARANTEES BY BIDDER** Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.
 - (c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.
 - (d) To pay for ail permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.
 - (e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.
 - (f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damages to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.
 - (g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.
 - (h) That all deliveries will not be inferior to the accepted bid sample.
23. **LABOR LAWS and ANTIDISCRIMINATION.** Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County, Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.
24. **ASSIGNMENT.** The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.
26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

Director, Office of Purchasing

Edward



Eric C.

OFFICE OF PURCHASING

1 West Street
Mineola, NY 11501
(516) 571-7720
Fax (516) 571-4263

AMENDMENT NO. 1

FORMAL SEALED BID NO: 5420-05027-051

FOR: Dimensional Lumber

ISSUED: April 20, 2017

OPENING: May 2, 2017

TO ALL BIDDERS:

- 1) Remove from specifications, "Award Clause made to the highest bidder"
- 2) Add to specifications the following pages
The "Award Clause made to the LOWEST bidder"
- 3) This formal bid has been postponed until May 4, 2017 @ 11 Am E.D.S.T.

2) All other terms and conditions of the Formal Sealed Bid to remain unchanged.

3) A copy of this Amendment must be signed by the Bidder and attached to his bid.

A large, stylized handwritten signature in black ink, likely belonging to Michael Schlenoff, the Director of Purchasing.

OFFICE OF PURCHASING

Michael Schlenoff
Director of Purchasing

DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name: FELDMAN LUMBER US-LBM, LLC
Address: 1281 METROPOLITAN AVE, BROOKLYN, NY 11237
Telephone No: 718 786-7777 Fax No: 718 472-3525

1. State Whether: A Corporation ✓
Individual _____
Partnership _____

GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

- 1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.
- 2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.
- 3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.
- 4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.
- 5) Partnership. The Names and Home Address of all General and Limited Partners.
- 6) Limited Liability Company. The Names and Home Addresses of all Members.
- 7) Limited Liability Partnership. The Name and Home Addresses of all Members.
- 8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.
*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

BIDDER

TITLE

QUALIFICATION STATEMENT

BIDDER'S NAME: FELONAH LUBMAN DBA LBM-LLC

ADDRESS: 1201 METROPOLITAN AVE

1. STATE WHETHER: CORPORATION ☒ INDIVIDUAL ☐ PARTNERSHIP ☐

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
PRESIDENT KEANEATH BLUMBERG

VICE PRESIDENT

SECRETARY

TREASURER

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? YES
IF SO WHEN?

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 3

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? YES
IF SO, WHERE AND WHY?

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? HOME

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
<u>CHARS JOHNS</u>		<u>45</u>		

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL

THE BID DOCUMENTS WERE REVIEWED IN THEIR ENTIRETY. WE SEEK
MOST OF THE ITEMS ARE NOT TRUCKS MAKING DELIVERIES EVERY DAY AND WE
HAVE A LOCATION IN GREAT HICKS. WE HAVE MANY OTHER CONSTRUCTION WORK DELIVERIES TO RESIDENTS

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9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION

CHRIS JOHNS, MANAGER

10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.

NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.

1. REFERENCE'S NAME: BOLCO NASSAU COUNTY

ADDRESS: 71 CLINTON ROAD

GARDEN CITY NY, 11530-9195

TELEPHONE: 516 396-7944 CONTACT PERSON ROBERT TWANDBERGH

CONTRACT DATE: 8-15-16 - 8-14-17

2. REFERENCE'S NAME: TOWN OF HEMPSTADT

ADDRESS: 350 FRONT STREET

HEMPSTADT NY, 11550

TELEPHONE: 516 489-5000 CONTACT PERSON GARY J. PARISI

CONTRACT DATE: 9-29-16 - 9-30-17

3. REFERENCE'S NAME: BOLCO WESTERN SUPPLY

ADDRESS: 507 OAK PARK ROAD

HUNTINGTON STATION 11746

TELEPHONE: 631-549-4900 CONTACT PERSON COORAINA HARRIS

CONTRACT DATE: 1-1-17 - 6-30-17

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[Signature]
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MANAGER
TITLE

**THE FOLLOWING REFERENCES HAVE BEEN CONFIRMED BY THE BUYER,
KIMBERLY STANTON**

May 26, 2017

Bid #54020-05027-051 – Dimensional Lumber

Vendor: Feldman Lumber US-LBL, LLC
1281 Metropolitan Avenue
Brooklyn, NY 11237

Confirmed References

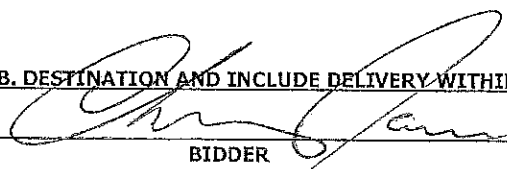
- 1) Nassau Boces – Spoke w Robert (516-396-2544) 5/26/17
Vendor Feldman Lumber is very responsible, no complaints
- 2) Town of Hempstead – Spoke with Paul (516-489-5000) 5/26/17
Vendor Feldman Lumber is very responsible, no complaints
- 3) Suffolk Boces – Spoke with Lorraine (631-549-4900) 5/26/17
Vendor Feldman Lumber is very responsible, no complaints

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

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MANAGER

TITLE

Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

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(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation..

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract"

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OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
54020-05027-051

does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

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As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

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INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

DEFINITIONS:

- The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
- The term "Contractor" as used herein, shall be deemed as reference to the successful bidder, vendor, proprietor, partnership, or corporation receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement.
- The term "agency" as used herein, shall be deemed as the department, division, bureau, office, agency or other Nassau County establishment authorized to receive the service specified herein.
- The term "Director" as used herein, shall be deemed as reference to the Director of the Office of Purchasing.
- The term "Blanket Order" as used herein, shall be deemed as the multiple use pricing agreement as a result of this bid.
- The term "Purchase Order" as used herein, shall be deemed as the single use pricing agreement as a result of this bid.
- The term "complete" as written in this bid must include all equipment, delivery and installation of same in its entirety, as listed in the contract documents, and is to include all supervision, labor, materials, plant equipment, transportation, testing, (if required) incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.

NOTE: INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

IMPORTANT

PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, **YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY. THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M.** LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

All proposals and bid documents submitted in response **must** include a completed copy of the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form. Additionally, if the bidder – prospective vendor – utilizes the services of any individual or organization for the purposes of conducting lobbying activities, the proposal **must** also include the Lobbyist Registration and Disclosure Form, completed by that individual/organization.

In addition, all proposals and bid documents submitted in response must include a completed: (i) Business History Form and (ii) Principal Questionnaire for all "principals" who hold a ten percent (10%) or greater ownership interest in the proposer/bidder.

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Instructions for pages 13 -30

- 1) Business history and principal questionnaire Forms
- 2) Consultant's Contractor's and Vendor's Disclosure Form
- 3) Lobbyist Registration and Disclosure Form

These forms must be filled out completely in their entirety (no blanks). Questions must be responded to appropriately not applicable or N/A is not acceptable, write in none if none is the appropriate answer.

Consultant's Contractor's and Vendor's Disclosure (pages 13 – 16) form if you list a name on question 7part A. The lobbyist and only the lobbyist must fill out the Lobbyist Registration and Disclosure Form (pages 17 – 20)

Regarding the Business History Form (page 23), if no conflict exists write in "no conflict exists" in section (a) (i-iii) in section (b) describe any procedures you have in place or would adopt in the future to ensure a conflict of interest does not arise or exist. Examples would be 1) if a conflict of interest should arise guidance should be sought from the County, 2) would be if a conflict of interest should arise we would take the proper measures to correct the situation, 3) Should we hire an employee with a family relationship with a county public servant that might be construed as a possible conflict of interest we would prohibit that employee from being involved in any way with bidding, billing, payment or any other function with the county.

Redacted, website-ready version

Vendors are encouraged to submit an identical website-ready duplicate copy of forms listed on pages 13 through 30 in the event the formal bid is posted for public viewing.

Redacted information must be limited to information that is excepted from FOIL disclosure under Article 6 of the New York State Public Officers Law.

This includes but not limited to:

- 1) social security number
- 2) personal address
- 3) personal phone number
- 4) personal e-mail address
- 5) social media user name
- 6) information of a personal nature the disclosure of which would result in economic or personal hardship.
- 7) Trade secrets or similar information the disclosure of which would cause substantial injury to the competitive position of the person or company providing it.

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INTENT

SCOPE: It is the INTENT of the County of Nassau to properly describe by these specifications, terms and conditions an adequate method of providing a Dimensional Lumber service for the agency or agencies named herein in order that they may enjoy uninterrupted service in consideration for payment of the price bid.

PURPOSE: The purpose of this bid is to establish a price structure on which items and/or services will be made under Blanket Orders.

PERIOD COVERED: Shall be for one (1) year from the effective date. The County of Nassau reserves the right to extend the Blanket Order up to an additional four (4) year(s), at up to one (1) year options. However, the termination of the Blanket Order may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Blanket Order as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months.

ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES.

AWARD: If any, will be made to the highest responsible bidder, who in the opinion of the Director of Purchasing, meets the specifications and qualifications stated herein. The award(s) will be in the form of a contract which, when issued and executed by the County Attorney and approved by the Nassau County Legislature, will enable the successful bidder to perform the services specified herein for the period indicated and at the prices bid upon.

BILLING: Shall be made on County claim forms or Certified Invoices to the individual using County Agency upon completion of deliveries made against applicable Purchase Order(s) or Direct Purchase Order(s).

NO PARTIAL PAYMENTS WILL BE PAID.

*****VENDOR CLAIM CERTIFICATION*****

IF A CLAIM VOUCHER IS NOT BEING SUBMITTED, THE FOLLOWING CERTIFICATION **MUST** APPEAR ON THE INVOICE:

I HEREBY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OR RENDERED AS SET FORTH IN THIS CLAIM; THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH REFERENCED PURCHASE ORDER, DIRECT PURCHASE ORDER OR CONTRACT, THAT THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED HEREIN IS ACTUALLY DUE AND OWING AND HAS NOT BEEN PREVIOUSLY CLAIMED; THAT NO TAXES FROM WHICH THE COUNTY IS EXEMPT ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE.

CLAIMANT NAME

DATE

BY (SIGNATURE)

TITLE

*CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID**

Vendors may download claim form NIFS560 at the following URL:

<http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf>

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PAYMENT: A certified invoice, or a County claim form to which the invoice is attached, shall be submitted in arrears, directly to the using agency, supported by vouchers signed by agency personnel attesting to satisfactory completion of the required services as specified.

*******VENDOR CLAIM CERTIFICATION*******

If a claim voucher is not being submitted, the following certification **MUST** appear on the invoice:

I hereby certify that all items or services were delivered or rendered as set forth in this claim; that the prices charged are in accordance with referenced purchase order, delivery order or contract, that the claim is just, true and correct; that the balance stated herein is actually due and owing and has not been previously claimed; that no taxes from which the County is exempt are included; and that any amounts claimed for disbursements have actually and necessarily been made.

_____ Claimant Name	_____ Date
_____ By Signature	_____ Title

CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID.

Vendors may download claim form NIFS560 at the following URL:

<http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf>

PAYMENT IN DETAIL: Billing shall be rendered in detail, listing parts and materials used, their prices and labor shown in hours and extended rates.

RETENTION OF BID: Vendor is required to make a copy of his completed bid document and applicable attachments. Any purchase orders issued against this bid will refer to the bid and attachments to designate items awarded.

METHOD OF BIDDING: Please submit unit price in the appropriate column.

PRICE DISCREPANCY: In the event of a discrepancy between the unit price and the extension price, the unit price will govern.

WARRANTY: The successful bidder warrants the equipment furnished and all associated equipment against any defects in design, workmanship and materials against failure to operate satisfactorily for one (1) year from the date of acceptance by the using department and/or agency of the equipment, other than defects or failure shown by the Contractor that have arisen solely from accident or abuse occurring after delivery to the Nassau County agency. Contractor agrees to replace any parts, which in the opinion of the user, shall fail from the above reasons.

IMPORTANT NOTES: *If a company policy or trade practice requires a different warranty period, the bidder may so state without fear of disqualifications. However, the bidder is cautioned that the length of warranty may, in some cases, be a deciding factor in making an award.*

Equipment furnished hereunder shall meet the standards set forth in the Occupational Safety and Health Act of 1970.

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BIDDER SHALL STATE WARRANTY PERIOD:

NOTE: All warranties take effect only upon written acceptance of equipment by using agency and shall run full term from that point.

BIDDER SHALL INDICATE COST AND TERM OF ANY EXTENDED WARRANTY OPTION, IF AVAILABLE:

TAX PROVISION: Purchases made by the County of Nassau are not subject to State, Local Sales Taxes or Federal Excise Taxes. Federal Exemption #A-109538 State Exemption #EX 7213062C. The County of Nassau is not subject to any Existing "Fair Trade Agreements" and bidders should be governed accordingly.

PRICE PROTECTION: Bidders are required to state period of price protection (in terms of days) after the bid opening.

STATE PRICE PROTECTION PERIOD: 60 **DAYS AFTER BID OPENING**

FIRM PRICES: Price shall remain firm for the first year of the Blanket Purchase Order and no upward escalation will be permitted. Thereafter, increases in labor and/or material(s) costs may be considered provided they are based on certified labor contracts, uncontrollable materials costs which can be verified in national publications or other increases auditable by the County of Nassau. The burden of proof for such increases shall be upon the Contractor and shall be formally directed to the Director of Purchasing. The decision as to whether or not such increases will be granted shall be made by the Director of Purchasing and shall be final. In the event an increase is not granted when requested, the Contractor may elect to continue at the bid prices or given written notice of termination, upon receipt of which the Blanket Purchase Order will be re-bid.

COMPREHENSIVE AND GENERAL LIABILITY AND HOLD HARMLESS: The Contractor agrees to indemnify and hold harmless the County of Nassau, its agents, officers and employees against any and all claims, causes of action, costs, and liabilities, in law or in equity, of every kind and nature whatsoever, directly or proximately resulting from any act of omission or commission of Contractor, its officers, agents, or employees. Contractor shall, at Nassau County's demand, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought or instituted against Nassau County, its agents, officers, or employees on any such claim, demand or cause of action, and Contractor shall pay and satisfy any judgment or decree which may be rendered against Nassau County, its agents, officers, or employees in any such suit, action or legal proceeding.

The Contractor shall obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including, but not limited, to the torts and negligence of Contractor's personnel, with a combined single minimum limit of three million dollars (\$3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

Bidder shall list below the Insurance Company(s) holding the following documents:

A) Certificate of Insurance name the County of Nassau as co-insured: _____

Or

B) Certificate of Insurance with indemnification agreement (hold harmless clause): _____

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BIDDER


TITLE

INSURANCE AND WORKERS COMPENSATION: The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including but not limited to the torts and negligence of Contractor's personnel, with a combined minimum single limit of three million dollars (\$3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

PRODUCT LIABILITY INSURANCE: The successful bidder agrees to obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of an agreement, a policy of Product Liability Insurance, including foreign objects, with a combined minimum single limit of one million dollars (\$1,000,000.00) for each occurrence, at the Contractor's sole cost and expense, and shall furnish a certificate showing evidence of current coverage. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

GENERAL CONDITIONS:

All repairs to be made in accordance with the Occupational Safety and Health Administration safety requirements.

Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.

All Contractor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable electrical codes and safety requirements, and must adhere to them.

All parts supplied must match and inter-member without modification to the designated equipment, and must be in accordance with the specifications of the manufacturer of the part to be replaced.

Except as otherwise specified, all contract requirements will be performed at the site as required.

Any requirement to remove any part of the equipment or system(s), to the Contractor's shop, must be approved by an authorized agency representative. Nassau County shall supply all utilities which are available on location insofar as compatibility requirements permit.

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of Nassau County.

Employees of the Contractor, while on service call, shall carry identification badges or cards and shall be instructed to submit same to scrutiny upon request of security or supervisory personnel of Nassau County.

NON-ASSIGNMENT: In accordance with Section 138 of the State Finance Law, the contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of Nassau County and any attempts to assign the contract without the County's written consent are null and void.

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NON PERFORMANCE

The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the county shall so notify the contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, the Nassau County Department concerned will deduct a percentage based on the work not performed or performed unsatisfactorily from the Contractor's claim for the period covered. If the Contractor continues to omit or unsatisfactorily perform the required services, the County will arrange for the work to be done by another contractor and the cost of such work shall be deducted from any monies due or that may become due to the Contractor.

DISCLAIMER

Any Blanket Purchase Order issued as a result of this bid will establish terms and conditions pursuant to which certain materials and/or services are to be supplied or performed, from time to time, for a specified period upon issuance by the County of Delivery Orders. The Blanket Purchase Order is non-exclusive and the County is not bound to purchase, and no materials are to be delivered or services performed without a Delivery Order. The County shall be under no obligation whatsoever to issue such Delivery Orders. The Blanket Purchase shall not apply in any way to items of material or service deemed by the County in its sole discretion to be extraordinary or involve any special conditions, quantities, circumstances or complexities.

NOTICE

READ THIS PAGE OF THE BID CAREFULLY

ALL BIDDERS MUST COMPLY WITH THIS REQUIREMENT OR YOUR BID WILL BE AUTOMATICALLY REJECTED

RIGHT TO KNOW LAW AND "OSHA"

PURSUANT TO ARTICLE 28, SECTION 876 OF THE LABOR LAW OF THE STATE OF NEW YORK, THE COUNTY OF NASSAU HAS MANDATED EMPLOYER'S RESPONSIBILITY TO PROVIDE NOTICE TO EMPLOYEES REGARDING TOXIC SUBSTANCES. TO SATISFY THIS MANDATED REQUIREMENT, WE MUST ASK FOR YOUR COOPERATION. SOME OF THE MATERIAL ON THIS BID MAY CONTAIN TOXIC SUBSTANCES. THEREFORE, YOU MUST SUBMIT, WITH YOUR BID, "**MATERIAL SAFETY DATA SHEETS**" FOR ALL MATERIALS TO BE SUPPLIED PURSUANT TO THIS BID.

**FAILURE TO PROVIDE THIS INFORMATION WITH THE BID WILL RESULT IN
AUTOMATIC REJECTION OF THE BID.**

IF YOUR PRODUCT **DOES NOT** CONTAIN TOXIC SUBSTANCES, PLEASE SIGN THE FOLLOWING CERTIFICATION:

CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE READ THE NASSAU COUNTY NOTICE, AND FURTHER CERTIFY THAT ITEMS NUMBERED _____ DO NOT CONTAIN ANY TOXIC SUBSTANCES.

X

Signature

Title

Date

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EVALUATION:

The Director of the Office of Purchasing (hereinafter known as the Director) reserves the right before making award to make investigations as to whether or not the items, qualifications, services or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of an award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which he is bidding. Upon request of the Director of Purchasing, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

ACCESS CLAUSE: Contractor, including its satellites, offices and/or subcontractors, if any, shall maintain full and complete books and records of accounts pertaining to this agreement, in accordance with accepted accounting practices and such other records as may be reasonably prescribed by the County of Nassau. Such books and records shall at all times be available for audit and inspection by the completion of all the services described in this agreement. Contractor further agrees that if any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the Contractor agrees that it will make available upon written request by the Secretary of Health and Human Services, or the Comptroller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of six (6) years after the furnishing of any of the services described in this contract.

TERMINATION PREROGATIVE: The Director reserves the right to cancel the Blanket Order by giving not less than thirty (30) days written notice that, on or after a date therein specified, the contract shall be deemed terminated and cancelled.

VENDOR RESPONSIBILITY CRITERIA: The Director of Purchasing reserves the right before making an award to make investigations as to whether or not the qualifications, services, facilities or items offered by the bidder meet the requirements set forth herein and are ample and sufficient to ensure the proper performance in the event of an award. The bidder must be prepared, if requested by the Director of Purchasing, to present evidence of experience, ability, financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which the vendor is bidding. Upon request of the Director, the successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bid are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before an award; and it is further understood that, if such examination is made, it in no way relieves the bidder from fulfilling all requirements and conditions of the bid.

IMPORTANT NOTE: The Director reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Director determines the best interests of the County of Nassau will be served. The Director, in his sole discretion, may accept or reject illegible, incomplete or vague bids and his decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the bidder's conditional or revocable terms in the offer. Prior to award, the Director reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

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BIDDER

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NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OR PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

- [1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- [2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- [3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WITH [1], [2], [3] ABOVE HAVE NOT BEEN COMPLETE WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty of perjury under the laws of the State of New York,

this 2 day of MAY, 2017 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor: FELONIAN LUMAN & SONS - LCBT, LLC

Address: 1201 METROPOLITAN AVE

Street: _____

City, Town, etc: BROROKLYN, NY 11237

Telephone: 718 786-7777 Title: MAN AGENT

If applicable, responsible Corporate Officer

Name _____ Title _____

Signature: [Signature]

Sign Here

FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE SHALL RESULT IN AUTOMATIC REJECTION OF THE BID.

GENERAL INSTRUCTIONS: All bidders must adhere to the following conditions:

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As per New York State Municipal Law 103, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties as presented in this bid for the specific commodity or service required.

Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the County of Nassau cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity of service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

Bidders must insert **FEDERAL IDENTIFICATION NUMBER** in the space provided on page one of this bid.

Late Formal Sealed Bids will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. Bids must be received by 11:00 A.M. on the bid opening date.

Prices **MUST** be inserted with **TYPEWRITER OR INK**. Entries with **WHITE OUT**, **CROSS-OUTS OR LIFT-OFF TAPE** **MUST** BE INITIALED or that entry will be disqualified.

Bidders should submit bid with unit price in the appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bidders shall submit one (1) original bid document and all applicable attachments. Any order issued against this bid will refer to the bid and attachments to designate items awarded. Bidders agree that all, Direct Purchase Orders and/or Purchase Orders shall be effective and binding upon the Contractor when placed in the mail, addressed to the Contractor at the address shown on the Direct Purchase Order or the Purchase Order.

Bidders **MUST** state manufacturer's name and catalog number of each item bid.

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

Purchases made by Nassau County are not subject to State or Local Sales Tax or Federal Excise Taxes.

Federal Exemption Number: A-109538 State Exemption Number: EX 7213062C

Inside (receiving dock) delivery is required on all orders.

The rights and obligations of the parties under this agreement shall be governed by the laws of the State of New York.

Bids are hereby solicited for the commodities and/or services specified herein which are to be delivered and/or performed at the locations indicated, and in strict accordance with all specifications, terms and conditions attached hereto and made part hereof.

Bid document must be signed by proprietor, partner or corporate officer.

The clauses contained in these bid forms set forth the wishes of the County of Nassau in regard to the purchase and/or services required. However, the Director reserves the right to waive irregularities, omissions, or other technical defects if, in its judgment, the best interest of the County of Nassau will be served accordingly.

Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s). In any event, the decision of the Director will be final.

Qualification statement **MUST BE COMPLETED** and submitted with bid. See page 4 for further details

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RECORD RETENTION: Contractor shall retain complete and accurate records and documents related to this Agreement for six (6) years following the later of termination or final payment. Such records shall at all times be available for audit and inspection by the County.

GOVERNING LAW: Governing Law – Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

SPECIFICATIONS: Submit complete specifications and illustrations of products offered with the bid. Acceptance of a bid and designation of a manufacturer's catalog description, brand name or number in any Purchase or Blanket Order resulting therefrom shall not be construed as qualification of the specifications of this bid or relief therefrom, except as specifically stated in the Purchase or Blanket Order.

AWARD: If any, will be made to the highest responsible bidder, who in the opinion of the Director of Purchasing, meets the specifications and qualifications stated herein. The award(s) will be in the form of a contract which, when issued and executed by the County Attorney and approved by the Nassau County Legislature, will enable the successful bidder to perform the services specified herein for the period indicated and at the prices bid upon.

Ordinance # 72-2014

The bidder declares that they are a registered vendor in accordance with Ordinance # 72-2014 (the "Ordinance"). All registered vendors must pay the One Hundred Twenty-Five Dollar (\$125.00) annual fee required under the Ordinance. Additionally, registered vendors must pay a Two Hundred Seventy-Five Dollar (\$275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under the Ordinance. Further details about the registration process may be found at <https://eproc.nassaucountyny.gov/SupplierRegister>

PROTECTION FROM CLAIM AGAINST "OR EQUAL": In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better" or "or equal", the successful bidder agrees, at his own cost and expense, to defend such claims or claims and agrees to hold the County of Nassau free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever.

ALTERNATIVE ITEM: In submitting a bid on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the County. If a bidder does not indicate that the commodity he proposes to furnish is other than as specified, it will be construed to mean that the bidder proposes to furnish the exact commodity as described. Consideration of the alternate shall be at the sole discretion of the Director. MORE THAN ONE (1) BID ON EACH ITEM WILL NOT BE CONSIDERED, UNLESS OTHERWISE SPECIFIED BY THE COUNTY.

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BIDDER

TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
54020-05027-051

PRICING:

Dimensional Lumber Nominal Size	Price Per Linier Foot Cedar (STK)	Price Per Linier Foot Douglas fir (DF)	Price Per Linier Foot Douglas Fir Kiln-Dried (DF-KD)
1" x 2"	\$ <u>.48</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
1" x 3"	\$ <u>.82</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
1" x 4"	\$ <u>.96</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
1" x 6"	\$ <u>1.64</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
1" x 8"	\$ <u>2.18</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
1" x 10"	\$ <u>3.44</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
1" x 12"	\$ <u>4.10</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
2" x 2"	\$ <u>.90</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
2" x 3"	\$ <u>1.56</u>	\$ <u>N/A</u>	\$ <u>.38</u>
2" x 4"	\$ <u>1.80</u>	\$ <u>.44</u>	\$ <u>.45</u>
2" x 6"	\$ <u>3.12</u>	\$ <u>.65</u>	\$ <u>.66</u>
2" x 8"	\$ <u>4.18</u>	\$ <u>.84</u>	\$ <u>.84</u>
2" x 10"	\$ <u>6.18</u>	\$ <u>1.23</u>	\$ <u>1.24</u>
2" x 12"	\$ <u>7.98</u>	\$ <u>1.50</u>	\$ <u>1.50</u>
3" x 3"	\$ <u>3.74</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
3" x 4"	\$ <u>5.00</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
3" x 6"	\$ <u>7.48</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
3" x 8"	\$ <u>9.98</u>	\$ <u>1.90</u>	\$ <u>N/A</u>
3" x 10"	\$ <u>12.48</u>	\$ <u>2.44</u>	\$ <u>N/A</u>
3" x 12"	\$ <u>14.98</u>	\$ <u>2.70</u>	\$ <u>N/A</u>
4" x 4"	\$ <u>3.98</u>	\$ <u>1.30</u>	\$ <u>N/A</u>
4" x 6"	\$ <u>9.98</u>	\$ <u>1.75</u>	\$ <u>N/A</u>
4" x 8"	\$ <u>13.32</u>	\$ <u>3.08</u>	\$ <u>N/A</u>
4" x 10"	\$ <u>16.64</u>	\$ <u>3.84</u>	\$ <u>N/A</u>
4" x 12"	\$ <u>19.98</u>	\$ <u>4.60</u>	\$ <u>N/A</u>
6" x 6"	\$ <u>14.98</u>	\$ <u>3.52</u>	\$ <u>N/A</u>
8" x 8"	\$ <u>26.62</u>	\$ <u>6.10</u>	\$ <u>N/A</u>

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TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
54020-05027-051

Dimensional Lumber Nominal Size	Price Per Linier Foot Red Oak (S4S)	Price Per Linier Foot Black Walnut (S4S)	Price Per Linier Foot Yellow Birch (S4S)
1" x 12"	\$ <u>5.00</u>	\$ <u>17.10</u>	\$ <u>18.15</u>
5/4" x 12"	\$ <u>8.50</u>	\$ <u>21.36</u>	\$ <u>14.15</u>

Dimensional Lumber Nominal Size	Price Per Linier Foot Red Maple (S4S)	Price Per Linier Foot Sugar Pine (S4S) #2	Price Per Linier Foot Eastern White Pine (S4S) #2
1" x 12"	\$ <u>7.10</u>	\$ <u>1.12</u>	\$ <u>1.06</u>
5/4" x 12"	\$ <u>8.30</u>	\$ <u>1.74</u>	\$ <u>1.66</u>

Dimensional Lumber Nominal Size	Price Per Linier Foot Red Cedar (S4S)	Price Per Linier Foot Poplar (S4S)	Price Per Linier Foot Black Cherry (S4S)
1" x 12"	\$ <u>5.20</u>	\$ <u>3.40</u>	\$ <u>7.50</u>
5/4" x 12"	\$ <u>7.20</u>	\$ <u>4.24</u>	\$ <u>10.00</u>

Other Sizes or Dimensions can be added to the contract with a written quotation and subsequent amendment.

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TITLE

MATERIAL SAFETY DATA SHEET

WOOD DUST



Sierra Pacific Industries
19794 Riverside Avenue, Anderson Ca. 96007
(530) 378-8000



TRADE NAME: Wood Dust

SYNONYMS: None

CAS. NO.: None

DESCRIPTION: Particles generated by any manual or mechanical cutting or abrasion process performed on wood.

PHYSICAL DATA

Boiling PointNot Applicable
Specific Gravity
Variable dependent on wood species and moisture content.
Vapor DensityNot Applicable
% Volatiles of VolumeNot Applicable
Melting PointNot Applicable
Vapor PressureNot Applicable
Solubility in H₂O (% by wt.)Insoluble
Evaporation Rate
(Butyl Acetate=1)Not Applicable
pHNot Applicable
Appearance & Odor
Light to dark colored granular solid. Color and odor are dependent on the wood species and time since dust was generated.

FIRE & EXPLOSION DATA

Flash PointNot Applicable
Autoignition Temperature
Variable. Typically 400-500°F.
Explosive Limits in Air40 grams M₃ (LEL)
Extinguishing MediaWater, CO₂, Sand
Special Fire Fighting Procedures
Wet down with water. Wet down wood dust to reduce the likelihood of ignition or dispersion of dust into the air. Remove burned or wet dust to open area after fire is extinguished.
Unusual Fire & Explosion Hazard
Strong to severe explosion hazard. If wood dust "cloud" contacts an ignition source.

HEALTH EFFECTS DATA

Exposure Limit
ACGIH TLV (R)
TWA-5.0 mg/m₃;
STEL (15 min.)-10 mg/m₃ Softwood
TWA-1.0 mg/m₃
Certain hardwoods such as beech and oak.
OSHA PEL: (For OSHA PELs, see important footnote 1 below)
TWA-15.0 mg/m₃ (total dust);
5.0 mg/m₃ (respirable fraction)

Skin & Eye Contact
Wood dust can cause eye irritation. Various species of wood dust can elicit allergic contact dermatitis in sensitized individuals.

IngestionNot Applicable

Skin AbsorptionNot known to occur

Inhalation
May cause nasal dryness, irritation & obstruction, coughing, wheezing, & sneezing. Sinusitis & prolonged colds have also been reported.

Chronic Effects
Wood dust, depending on species, may cause dermatitis on prolonged, repetitive contact; may cause respiratory sensitization and/or irritation. IARC classifies wood dust as a carcinogen to humans (Group 1). This classification is based primarily on IARC's evaluation of increased risk in the occurrence of adenocarcinomas of the nasal cavities and paranasal sinuses associated with exposure to wood dust. IARC did not find sufficient evidence to associate cancers of the oropharynx, hypopharynx, larynx, lymphatic and hematopoietic systems, stomach, colon or rectum with exposure to wood dust.

1 In *AFI-C/O v. OSHA*, 965 F.2d 962 (11th Cir. 1992), the court overturned OSHA's 1989 Air Contaminants Rule, including the specific PELs for wood dust that OSHA had established at that time. THE 1989 PELs WERE: TWA - 5.0 mg/m³; STEL (15 MIN.) - 10.0 mg/m³ (ALL SOFT AND HARD WOODS, EXCEPT WESTERN RED CEDAR); WESTERN RED CEDAR: TWA - 2.5 mg/m³.

Wood dust is now officially regulated as an organic dust under the Particulates Not Otherwise Regulated (PNOR) or Inert or Nuisance Dust Categories at PELs noted under Health Effects Information section of this MSDS. However, A NUMBER OF STATES HAVE INCORPORATED PROVISIONS OF THE 1989 STANDARD IN THEIR STATE PLANS. ADDITIONALLY, OSHA HAS ANNOUNCED THAT IT MAY CITE COMPANIES UNDER THE OSH ACT GENERAL DUTY CLAUSE UNDER APPROPRIATE CIRCUMSTANCES FOR NON-COMPLIANCE WITH THE 1989 PELs.

MATERIAL SAFETY DATA SHEET CONTINUED

REACTIVE DATA

Conditions Contributing to Instability

Stable under normal conditions

Incompatibility

Avoid contact with oxidizing agents, drying oils & open flame. Product may ignite at temperatures in excess of 400° F.

Hazardous Decomposition Products

Thermal-oxidative degradation of wood produces: irritating & toxic fumes & gases, including CO, aldehydes and inorganic acids.

Conditions contributing

to Polymerization Not Applicable

PRECAUTIONS &

SAFE HANDLING

Eye Contact Avoid

Skin Contact

Avoid repeated or prolonged contact with skin. Careful bathing & clean clothes are indicated after exposure.

Inhalation

Avoid repeated or prolonged breathing of wood dust in air.

Oxidizing Agents

& Drying Oils Avoid Contact

Open Flame Avoid

GENERALLY APPLICABLE

CONTROL MEASURES

Ventilation

Provide adequate general & local exhaust ventilation to maintain healthful working conditions.

Safety Equipment

Provide & wear goggles or safety glasses. Other protective equipment such as gloves & approved dust respirators may be needed depending upon dust conditions.

EMERGENCY & FIRST

AID PROCEDURES

Eyes

Flush with water to remove dust particles. If irritation persists, get medical attention.

Skin

If a rash or persistent irritation or dermatitis occur, get medical advice before returning to work where wood dust is present.

Inhalation

Remove to fresh air. If persistent irritation, severe coughing or breathing difficulties occur, get medical advice before returning to work where wood dust is present.

Ingestion Not Applicable

SPILL/LEAK

CLEAN-UP PROCEDURES

Recovery or disposal

Sweep or vacuum spills for recovery or disposal; avoid creating dust conditions. Provide good ventilation where dust conditions may occur. Place recovered wood dust in a container for proper disposal.

IMPORTANT:

The information and data herein are believed to be accurate and have been compiled from sources believed to be reliable. It is offered for your consideration, investigation and verification. There is no warranty of any kind, express or implied, concerning the accuracy or completeness of the information and data herein. VWWPA will not be liable for claims relating to any party's use of or reliance on information and data contained herein regardless of whether it is claimed that the information and data are inaccurate, incomplete or otherwise misleading.

CAUTION

(For all Untreated Wood and Untreated Wood Products)

Sierra Pacific Industries
19794 Riverside Avenue, Anderson, Ca. 96007
(530) 378 - 8000

SAWING, SANDING OR MACHINING WOOD PRODUCTS CAN PRODUCE WOOD DUST, WHICH CAN CAUSE A FLAMMABLE OR EXPLOSIVE HAZARD.

WOOD DUST MAY CAUSE LUNG, UPPER RESPIRATORY TRACT, EYE AND SKIN IRRITATION. SOME WOOD SPECIES MAY CAUSE DERMATITIS AND/OR ALLERGIC RESPIRATORY EFFECTS. THE INTERNATIONAL AGENCY FOR RESEARCH ON CANER (IARC) HAS CLASSIFIED WOOD DUST AS A NASAL CARCINOGEN IN HUMANS.

- Avoid dust contact with ignition source.
- Sweep or vacuum dust for recovery or disposal.
- Avoid prolonged or repeated breathing of wood dust in air.
- Avoid dust contact with eyes and skin.
- **FIRST AID:** If inhaled, remove to fresh air. In case of contact, flush eyes and skin with water. If irritation persists, call a physician.

For additional information, see the Material Safety Data Sheet.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
05/31/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Michigan, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191		CONTACT NAME: PHONE (A/C, NO, EXT): 877-945-7378 FAX (A/C, NO): 888-467-2378 E-MAIL: certificates@willis.com ADDRESS:	
		INSURER(S) AFFORDING COVERAGE INSURER A: Pennsylvania Lumbermens Mutual Insurance 14974-000 INSURER B: Sentry Insurance a Mutual Company 24988-001 INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Feldman Lumber-US LBM, LLC 1281 Metropolitan Ave. Brooklyn, NY 11237			

COVERAGES

CERTIFICATE NUMBER: 25498001

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	29-U033-01-16	10/30/2016	10/30/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	29-U033-07-16	10/30/2016	10/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	29-U033-03-16	10/30/2016	10/30/2017	EACH OCCURRENCE \$ 30,000,000 AGGREGATE \$ 30,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	90-19827 01	10/30/2016	10/30/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Bid #540200-05027-051.

It is agreed that Contractor, County of Nassau and Nassau County Office of Purchasing are included as Additional Insureds as respects to General Liability, Automobile Liability and Umbrella Liability.

CERTIFICATE HOLDER

CANCELLATION

Nassau County Office of Purchasing 1 West Street Mineola, NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

Co11:5082108 Tpl:2096208 Cert:25498001 ©1988-2015 ACORD CORPORATION. All rights reserved.

**ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

AGENCY Willis of Michigan, Inc.		NAMED INSURED Feldman Lumber-US LBM, LLC 1281 Metropolitan Ave. Brooklyn, NY 11237	
POLICY NUMBER See First Page			
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE: See First Page	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

General Liability, Automobile Liability and Umbrella Liability policies shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insureds.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability, Automobile Liability, Umbrella Liability and Workers Compensation, as permitted by law.

Notice of Cancellation applies per endorsement attached.

POLICY NUMBER:
29-U033-01-16

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Contractor, County of Nassau and Nassau County Office of Purchasing	Blanket for all locations and operations as required by the additional insured under a written contract or agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Persons or Organization:

Contractor, County of Nassau and Nassau County Office of Purchasing

Information required to complete this Schedule, if not shown in the Declarations.

The following is added to Paragraph 8. **Transfer of Rights of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER:
29-U033-07-16

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Feldman Lumber-US LBM, LLC

Endorsement Effective Date: 10/30/16

SCHEDULE

Name Of Person(s) Or Organization(s):

Contractor, County of Nassau and Nassau County Office of Purchasing

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER:
29-U033-07-16

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVE OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Feldman Lumber-US LBM, LLC

Endorsement Effective Date: 10/30/16

SCHEDULE

Name Of Person(s) Or Organization(s):

Contractor, County of Nassau and Nassau County Office of Purchasing

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organizations(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy)

This endorsement effective 12:01 AM 10/30/2016 forms a part of Policy No. 90-19827 01

Issued to Specific US LBM Named Insured

By Sentry Insurance a Mutual Company

Premium Included

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

"All written contracts provided such contract was made prior to loss"

This form is not applicable in California, New Jersey, or Texas.

WC 00 03 13 Copyright 1988 National Council on Compensation Insurance
(Ed. 4/84)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NONCONTRIBUTORY
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- I. Subparagraph a. of paragraph 5, Other Insurance of Section IV – Conditions of Commercial Liability Umbrella Coverage Form CU 00 01 is deleted and replaced by the following:

- a. This insurance is excess over and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to either:

- (1) Other insurance that is specifically written as excess over this Coverage Part; or
(2) Other insurance that is both:

(a) Issued to a Named Insured that is an additional insured under this Coverage Part as described in paragraph 3. of Section II – Who Is An Insured; and

(b) Intended to be excess of this insurance and noncontributory with this insurance as agreed under a written contract or agreement you have made with such person or organization in paragraph (a) above.

Such insurance as is described in paragraphs (1) and (2) above shall apply in excess of the Limits of Insurance of this Coverage Part, and we will not seek contribution or indemnity from such insurance for damages to which this Coverage Part applies.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- II. Paragraph 9, Transfer of Rights of Recovery Against Others To Us under Section IV – Conditions of Commercial Liability Umbrella Coverage Form CU 00 01 is amended by the addition of the following:

We waive any right of recovery to payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract and included in the "products-completed operations hazard", subject to the following sentence. This waiver only applies to any person or organization whom you have agreed in a written contract or written agreement made prior to the date of the "occurrence" to waive your rights of recovery from such person or organization, but only for payments made under this insurance as a consequence of such contract or agreement.

POLICY NUMBER: 29-0033-01-16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FORM NAME: 30 Day Notice of Cancellation - Certificate Holders

Cancellation Terms:

Should this policy be cancelled before the expiration date, we will send 30 days notice of cancellation to the Certificate Holder, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

GU207 06-78

Original

Authorized Representative Signature

Page 1 of 1

POLICY NUMBER: 29-0033-07-16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FORM NAME: 30 Day Notice of Cancellation - Certificate Holders

Cancellation Terms:

Should this policy be cancelled before the expiration date, we will send 30 days notice of cancellation to the Certificate Holder, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

GU207 06-78

Original

Authorized Representative Signature

Page 1 of 1

NAMED INSURED
US LBM HOLDINGS LLC

ENDORSEMENT EFFECTIVE
10-30-16

POLICY NUMBER
90-19827-01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELATION-CERTIFICATE HOLDERS WORKERS
COMPENSATION

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. Such copies of the notice will be mailed as soon as practicable to the address or addresses provided by your broker or agent.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule below to any benefit, rights or protection under this policy.

Failure by us to provide this notice of cancellation to the person(s) or organization(s) listed or described in the Schedule below will not impose liability of any kind upon us.

Any of these provisions that conflict with a law that controls the notice of cancellation of the insurance in this endorsement is changed by this statement to comply with the law.

SCHEDULE

Person(s) or Organization(s) including mailing address:

PER THE LISTING OF CERTIFICATE HOLDERS PROVIDED BY THE BROKER UPON OUR REQUEST.

All other terms and conditions of this policy remain unchanged.

WC 99 06 72 09 11

US 90-19827-01 00 141

Page 001



FORMAL BID RECOMMENDATION

BID NUMBER: 54020-05027-051

OPEN May 2, 2017

TITLE: Dimensional Lumber

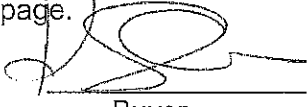
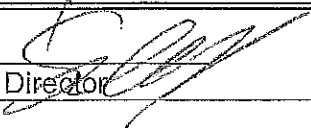
DATE: May 16, 2017

TO: Kimberly Stanton, Buyer

FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD.

FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

<p>Date: May 16, 2017</p> <p>To: Supervisor From: Kimberly Stanton, Buyer</p> <p>List of recommended awards in accordance with the attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.</p> <p> Buyer</p>		Bid Results
	Item	Bidder
		Recommend that an award be given to Feldman Lumber as the lowest responsible bidder meeting specification and bid terms.
		Items #1, 4, 13, 16, 19, 22, 27, 29, 30, 32, 33, 35-43, 46, 49, 52, 53, 55, 56, 58, 59, 62, 64, 65, 67, 68, 70, 71, 73, 74, 76, 77, 79, 80, 82, 83, 85, 86, 88 – 99.
<p>Date: _____</p> <p>To: Director From: Supervisor</p> <p><input type="checkbox"/> <input type="checkbox"/></p> <p>Concur Disagree (See Reverse)</p>		Recommend that an award be given to East Islip Lumber as the lowest responsible bidder meeting specification and bid terms.
		Items #7, 9, 10, 12, 15, 21, 25, 26, 28, 31, 34, 61.
		All other items, NO Award.
		Items #2, 3, 5, 6, 8, 11, 12, 14, 17, 18, 20, 23, 24, 44, 45, 47, 48, 50, 51, 54, 57, 60, 63, 66, 69, 72, 75, 78, 81, 84, 87
<p>Date: <u>5/16/17</u></p> <p>To: Buyer From: Director</p> <p><input checked="" type="checkbox"/> Approved for Award</p> <p><input type="checkbox"/> Hold award pending discussion</p> <p><input checked="" type="checkbox"/> Subject to Legislature Approval</p> <p> Director</p>		



A-31-17

Nassau County

Office of Purchasing

Staff Summary A-31-2017

Subject: Plywood (S/B # 54059-05167-057)

Department: Office of Purchasing

Department Head Name: Eric C. Naughton

Department Head Signature: *Eric C. Naughton*

Date: May 24, 2017

Vendor Name: Feldman Lumber US-LBL, LLC

Contract Number: A-30-2017

Contract Manager Name: Kimberly Stanton

Proposed Legislative Action					
	To	Date	Approval	Info	Other
	Assgn Comm				
	Rules Comm				
	Full Leg				

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
	Dept. Head	6/12/17	Counsel to C.E.
	Budget	NPS 6/1/17	County Atty.
6/27/17 E	Deputy C.E.	6/27/17 E	County Exec.

Narrative

Purpose: To award and execute a blanket purchase order for plywood to Feldman Lumber US-LBL, LLC, for the Nassau County Department of Public Works.

Discussion: This solicitation was advertised in Newsday and posted to the Nassau County Bid Solicitation Board where eight (8) vendors viewed the bid, of which one (1) vendor was a woman/minority owned business and one (1) was a minority owned business. Minority Affairs was given a copy of the bid. Three (3) vendors submitted bids.

Feldman Lumber US-LBL, LLC, is located in Brooklyn, New York and submitted a bid for all eighty-seven (87) items.

Impact on Funding: Estimated annual usage will be One Hundred Eighty-Five Thousand Dollars (\$185,000.00) from general funds.

Recommendation: Office of Purchasing recommends awarding a blanket purchase order to Feldman Lumber US-LBL, LLC as the lowest responsible bidder meeting specifications.

APPROVED:

Eric C. Naughton 6/5/17

INSURANCE SECTION

RECEIVED
NASSAU COUNTY
OFFICE OF PURCHASINGRECEIVED
NASSAU COUNTY
OFFICE OF PURCHASING
JUN 26 4 10 17

A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND FELDMAN LUMBER US-LBL, LLC.

WHEREAS, the County of Nassau on behalf of the NASSAU COUNTY OFFICE OF PURCHASING has received competitive bids 54059-05167-057 for plywood for the Nassau County Department of Public Works as more particularly described in the bid document; and

WHEREAS, the Director is representing to the Rules Committee that the firm, FELDMAN LUMBER US-LBL, LLC submitted the lowest responsible bid and meets all specifications for the product described in the said contract as determined by the Director of the Office of Purchasing.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Director, Office of Purchasing to award and execute the said Blanket Purchase Order with FELDMAN LUMBER US-LBL, LLC.

COUNTY OF NASSAU
INTER - DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE

A-31-2017

FROM: ERIC NAUGHTON, DEPUTY COUNTY EXECUTIVE-FINANCE

DATE: MAY 26, 2017

SUBJECT: RESOLUTION-NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANKET PURCHASE ORDER IN THE AMOUNT OF ONE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$185,000.00) ON BEHALF OF NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS TO FELDMAN LUMBER US-LBL, LLC WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS TO PROVIDE PLYWOOD FOR NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS.

THE ABOVE DESCRIBED DOCUMENT ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW AND APPROVAL AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.


ERIC NAUGHTON
DEPUTY COUNTY EXECUTIVE-FINANCE

MS: br

- ENCL:
- (1) STAFF SUMMARY
 - (2) DISCLOSURE STATEMENT
 - (3) RESOLUTION
 - (4) BID SUMMARY
 - (5) BID PROPOSAL
 - (6) CERTIFICATE OF LIABILITY INSURANCE
 - (7) RECOMMENDATION OF AWARD
 - (8) POLITICAL CONTRIBUTION FORM





COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

None

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated:

5/23/17

Vendor:

FELDMAN LUMMA CS-CB766 C

Signed:

[Signature]

Print Name:

Kenneth Blumberg

Title:

President

Page 1 of 4

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission; or to otherwise engage in lobbying activities as the term is defined herein. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

None

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

None

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None
TITLE

Page 2 of 4

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See page 4 for a complete description of lobbying activities.

NONE

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

NONE

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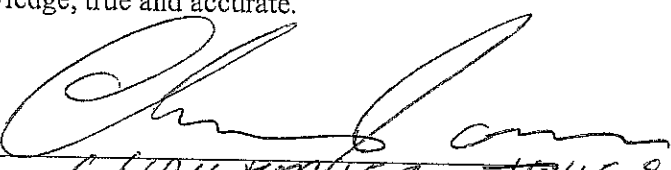
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Page 3 of 4

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 5-17-17

Signed: 

Print Name: CHRISTOPHER JOHNS

Title: MANAGER

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MANAGER
TITLE

Page 4 of 4:

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

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PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name KEITH BLUMBERG
Date of birth 8/29/66
Home address 1036 PARK AVE
City/state/zip NEW YORK, NY 10028
Business address 1281 METROPOLITAN AVE
City/state/zip BROOKLYN, NY 11237
Telephone 718 286-7777
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____

2. Positions held in submitting business and starting date of each (check all applicable)

President 6/1/14 Treasurer 1/1/14
Chairman of Board 1/1/14 Shareholder 1/1/14
Chief Exec. Officer 1/1/14 Secretary 1/1/14
Chief Financial Officer 1/1/14 Partner 1/1/14
Vice President 1/1/14
(Other) _____

3. Do you have an equity interest in the business submitting the questionnaire?
YES NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO X If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES NO X If Yes, provide details.

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NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES _____ NO X If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES _____ NO X If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES _____ NO X If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES _____ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES _____ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES _____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES _____ NO X If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES _____ NO X If Yes, provide details for each such conviction.
 - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES _____ NO X If Yes, provide details for each such conviction.
 - f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES _____ NO X If Yes, provide details for each such occurrence.

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9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

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CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, KEHAATH BLUMBERG, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 20 day of JUNE 2017

Viola Morris
Notary Public

VIOLA MORRIS
Notary Public, State of New York
No. 01MO6114585
Qualified in Nassau County
Term Expires Aug. 23, 2020

FELDMAN LUMBER US-CORP. LLC
Name of submitting business

KEHAATH BLUMBERG
Print name

[Signature]
Signature

PRESIDENT
Title

6 / 20 / 2017
Date

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[Signature]
TITLE

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none". No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 5-12-17

1) Proposer's Legal Name: FRANKLIN LUMBER CO. LLC

2) Address of Place of Business: 1201 METROPOLITAN AVE BROOKLYN, NY 11237

List all other business addresses used within last five years:
NONE

3) Mailing Address (if different): _____

Phone: 718 286-7777

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: 47-1346134

6) The proposer is a (check one): Sole Proprietorship _____ Partnership _____ Corporation ☒ Other _____
(Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes _____ No ☒ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes _____ No ☒ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes _____ No ☒ If Yes, provide details: _____

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[Signature]
TITLE

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No ☒ If Yes, provide details for each such investigation. _____
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ☒ If Yes, provide details for each such investigation. _____
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ___ No ☒ If Yes, provide details for each such charge. _____
- b) Any misdemeanor charge pending? Yes ___ No ☒ If Yes, provide details for each such charge. _____
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No ☒ If Yes, provide details for each such conviction _____
- d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No ☒ If Yes, provide details for each such conviction. _____

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e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No X If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ___ No X If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO CONFLICT EXISTS

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO CONFLICT EXISTS

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO CONFLICT EXISTS

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

IF A CONFLICT OF INTEREST SHOULD ARISE GUIDANCE WOULD BE SOUGHT FROM THE COUNTY

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

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TITLE



Feldman Lumber – US LBM, LLC

Corporate Office:

1281 Metropolitan Avenue, Brooklyn, NY 11237
(718) 786-7777 • (718) 628-7777 • FAX (718) 472-3575

Branch Locations:

251 East Shore Rd. • Great Neck, NY 11023
(516) 487-1400 • (516) 365-6464 • FAX (516) 487-1498

58-30 57TH ST. • Maspeth, NY 11378
(718) 418-7777 • FAX (718) 418-6773

100 Dale Avenue • Paterson, NJ 07501
(973) 910-2600 • FAX (973) 910-2699

- i) Date of formation ; July 14,2014
- ii) US LBM Holdings, LLC ("US LBM") a Delaware Limited Liability Company, with its principal place of business at 1000 Corporate Grove Drive, Buffalo Grove, IL 60089 (see www.uslbn.com). This is a holding company that will not take part in the performance of this contract.
- iii) 1) Kenneth Blumberg : President and General Manager 1281 Metropolitan Ave., Brooklyn, NY 11237
- iv) New York
- v) 214
- vi) 206 Million
- vii) Feldman Lumber, In various forms, has been in business for over 100 years. We provide lumber and building materials to private and public sector customers in the New York Metro and Tri County area. We have fifty trucks for deliveries and an unsurpassed inventory. We have contracts with NYC, Westchester County, Town of Hempstead, Nassau Boces, Western Suffolk Boces and many other municipalities.
- viii) N/A

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business. 4

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company TOWN OF HAMPSHIRE
Contact Person GARY J PARIS
Address 350 FRONT ST
City/State HAMPSHIRE, NY 11550
Telephone 516 489 5000
Fax # 516 489-6353
E-Mail Address _____

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PROPOSER
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
54059-05167-057

Company BOLAS Nassau County
Contact Person ROBERT T WAHDECKEN
Address 71 CLINTON RD
City/State GARDEN CITY, NY 11530
Telephone 516 396-7544
Fax # 516 997-1053
E-Mail Address RWAHDECKEN@NASSAUCO.ORG

Company BOLAS WESTERN SUFFOLK
Contact Person CORRAINE HEIN
Address 507 DEER PARK ROAD
City/State HUNTINGTON STATION, NY 11746
Telephone 631 549 4900-792
Fax # 631 673-4973
E-Mail Address PURCHASING@WSBOLAS.ORG

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I, CHRISTOPHER JONES, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 12 day of MAY 2017

Viola Morris
Notary Public

VIOLA MORRIS
Notary Public, State of New York
No. 01MO6114585
Qualified in Nassau County
Term Expires Aug. 23, 2020

Name of submitting business: FELDMAN LUTMAN, US-CBMLLC

By: CHRISTOPHER JONES
Print name
[Signature]
Signature

MANAGER
Title

5.12.17
Date

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[Signature]
BIDDER

MANAGER
TITLE

Page 1 of 4

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: FELDMAN LUMBER CO.S - LBM, LLC
Address: 1281 METROPOLITAN AVE
City, State and Zip Code: BROOKLYN, NY 11237
2. Entity's Vendor Identification Number: 47-1346134
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☒ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):
KEAHATH BLUMBERG 1036 PARK AVE NY, NY 10028

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.
KEAHATH BLUMBERG 1036 PARK AVE NY, NY 10028

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Page 2 of 4

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

US CBH HOLDINGS, LLC IS A HOLDING
COMPANY THAT WILL NOT TAKE PART IN THE
PERFORMANCE OF THIS CONTRACT

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

NO ONE

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Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

NONE

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NONE

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated:

5-17-17

Signed:

Print Name:

CHRISTOPHER JONES

Title:

MANAGER

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Page 4 of 4:

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

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TITLE

FFICE OF PURCHASING
 UMMARY OF BIDS
 PENED: MAY 16, 2017 AT 11 A.M.
 ID NO: 54059-05167-057
 EQ. NO: N/A
 ITLE: PLYWOOD

EM #	ARTICLE			UNIT	1	2	3	4
1	1/4	EXTERIOR	DOUGLAS FIR/G1	CABINETS	\$	34.24	NB	NB
2	3/8	EXTERIOR	DOUGLAS FIR/G1	CABINETS	\$	35.52	NB	NB
3	1/2	EXTERIOR	DOUGLAS FIR/G1	CABINETS	\$	37.76	NB	NB
4	5/8	EXTERIOR	DOUGLAS FIR/G1	CABINETS	\$	41.12	NB	NB
5	3/4	EXTERIOR	DOUGLAS FIR/G1	CABINETS	\$	46.40	NB	NB
6	1/4	EXTERIOR	DOUGLAS FIR/G1	CABINETS	\$	31.04	NB	NB
7	3/8	EXTERIOR	DOUGLAS FIR/G1	CABINETS	\$	32.64	NB	NB
8	1/2	EXTERIOR	DOUGLAS FIR/G1	CABINETS	\$	34.88	NB	45.85
9	5/8	EXTERIOR	DOUGLAS FIR/G1	CABINETS	\$	35.84	NB	NB
10	3/4	EXTERIOR	DOUGLAS FIR/G1	CABINETS	\$	43.52	NB	55.80
11	1/4	EXTERIOR	DOUGLAS FIR/G1	INT/EXT CONSTRUCTION & REPAIRS	\$	26.56	39.00	33.75
12	3/8	EXTERIOR	DOUGLAS FIR/G1	INT/EXT CONSTRUCTION & REPAIRS	\$	27.36	42.00	34.70
13	1/2	EXTERIOR	DOUGLAS FIR/G1	INT/EXT CONSTRUCTION & REPAIRS	\$	31.36	48.00	40.65
14	5/8	EXTERIOR	DOUGLAS FIR/G1	INT/EXT CONSTRUCTION & REPAIRS	\$	34.24	50.00	42.00
15	3/4	EXTERIOR	DOUGLAS FIR/G1	INT/EXT CONSTRUCTION & REPAIRS	\$	36.16	55.00	44.10
16	1/4	EXTERIOR	DOUGLAS FIR/G1	GROUND CONTACT PRESSURE TREATED	\$	26.88	NB	NB
17	3/8	EXTERIOR	DOUGLAS FIR/G1	GROUND CONTACT PRESSURE TREATED	\$	26.88	NB	NB
18	1/2	EXTERIOR	DOUGLAS FIR/G1	GROUND CONTACT PRESSURE TREATED	\$	27.84	NB	NB
19	5/8	EXTERIOR	DOUGLAS FIR/G1	GROUND CONTACT PRESSURE TREATED	\$	31.36	NB	NB
20	3/4	EXTERIOR	DOUGLAS FIR/G1	GROUND CONTACT PRESSURE TREATED	\$	34.56	NB	NB
21	3/8	1	DOUGLAS FIR/G1	EXT CONTRUCTION & REPAIRS	\$	15.52	24.00	16.50
22	1/2	1	DOUGLAS FIR/G1	EXT CONTRUCTION & REPAIRS	\$	18.88	28.00	19.50
23	5/8	1	DOUGLAS FIR/G1	EXT CONTRUCTION & REPAIRS	\$	23.04	33.00	23.75
24	3/4	1	DOUGLAS FIR/G1	EXT CONTRUCTION & REPAIRS	\$	26.88	37.00	29.50
25	3/8	EXTERIOR	MDO	INT/EXT PAINT PROJECTS	\$	36.80	NB	NB
26	1/2	EXTERIOR	MDO	INT/EXT PAINT PROJECTS	\$	40.32	NB	51.50
27	5/8	EXTERIOR	MDO	INT/EXT PAINT PROJECTS	\$	43.20	NB	NB
28	3/4	EXTERIOR	MDO	INT/EXT PAINT PROJECTS	\$	52.80	NB	67.80
29	1/4	INTERIOR	BIRCH	CABINETS	\$	20.80	50.00	15.25
30	3/8	INTERIOR	BIRCH	CABINETS	\$	51.20	60.00	43.35
31	1/2	INTERIOR	BIRCH	CABINETS	\$	28.16	68.00	51.00
32	5/8	INTERIOR	BIRCH	CABINETS	\$	54.50	72.00	65.50
33	3/4	INTERIOR	BIRCH	CABINETS	\$	34.88	80.00	45.00
34	1/4	INTERIOR	OAK	CABINETS	\$	22.08	52.00	28.00
35	3/8	INTERIOR	OAK	CABINETS	\$	33.20	63.00	NB
36	1/2	INTERIOR	OAK	CABINETS	\$	35.52	71.00	40.00
37	5/8	INTERIOR	OAK	CABINETS	\$	84.80	75.00	NB
38	3/4	INTERIOR	OAK	CABINETS	\$	56.00	83.00	55.95
39	1/4	INTERIOR	WALNUT	CABINETS	\$	96.00	NB	68.00
40	3/8	INTERIOR	WALNUT	CABINETS	\$	154.88	NB	NB
41	1/2	INTERIOR	WALNUT	CABINETS	\$	144.00	NB	28.50

[illegible]

FELDMAN LUMBER	PIONEER BUILDING MATERIALS CORP.	OZONE PARK LUMBER
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2


[illegible]

Claudia Colasurdo hereby certifies that the bids listed above were opened at the time and place specified therein and that the above is a correct transcription from all original bids received.

Date _____

5/16/17 Claudia Colantuono Technol
Cordeiro

FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK		BID NUMBER 54059-05167-057
	COUNTY OF NASSAU BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM		Dated: 05/04/17
			BID OPENING DATE 05/16/17 11:00 A.M. E.D.S.T. PM
BUYER Kimberly Stanton	TELEPHONE: 516-571-6679	REQUISITION NUMBER N/A	

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: **PLYWOOD**

- ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF 1 PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HERewith PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO: Various Nassau County Agencies	GUARANTEED DELIVERY DATE <u>21</u> DAYS AFTER RECEIPT OF ORDER EMPLOYERS FEDERAL TAX ID NUMBER <u>47-1346134</u>
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TOLL FREE TELEPHONE NUMBER:

BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER <u>FELDMAN LUMBER US-LBM, LLC</u>			
ADDRESS <u>1281 METROPLAZA BLVD</u>			
CITY <u>BROOKLYN</u>	STATE <u>NY</u>	ZIP CODE <u>11737</u>	TELEPHONE <u>7187867777</u>
SIGNATURE OF AUTHORIZED INDIVIDUAL <u>[Signature]</u>		PRINT OR TYPE NAME OF SIGNER AND TITLE <u>CHRISTOPHER JONES, MANAGER</u>	

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSED BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS.

BID TERMS AND CONDITIONS

- Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
- Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
- Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.
- PRICES The provisions of the New York State Fair Trade Law (Feld-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
- SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

6. **SAMPLES** Samples when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.
7. **Award** The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.
8. **Awards** will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.
9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.
10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.
11. **DELIVERIES** Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.
12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.
13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.
14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.
15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.
16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.
17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.
18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.
19. Billings for deliveries must be rendered on County claim forms.
20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.
21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.
22. **GUARANTEES BY BIDDER** Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.
- (c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.
- (d) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.
- (e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.
- (f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.
- (g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.
- (h) That all deliveries will not be inferior to the accepted bid sample.
23. **LABOR LAWS and ANTIDISCRIMINATION.** Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County, Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.
24. **ASSIGNMENT.** The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.
26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly designated representative.

Director, Office of Purchasing

DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name:

FELDMAN LUMBER CO - LBM LLC

Address:

121 METROPOLITAN AVE, BROOKLYN, NY 11237

Telephone No:

718 786-7777

Fax No:

718 672-3575

1. State Whether:

A Corporation

☒

Individual

Partnership

GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

- 1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.
- 2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.
- 3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.
- 4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.
- 5) Partnership. The Names and Home Address of all General and Limited Partners.
- 6) Limited Liability Company. The Names and Home Addresses of all Members.
- 7) Limited Liability Partnership. The Name and Home Addresses of all Members.
- 8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.

*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

BIDDER

TITLE

QUALIFICATION STATEMENT

BIDDER'S NAME: FELONAH LUMBER US LBM LLC

ADDRESS: 1281 MATROCLIAN AVE BROOKLYN, NY 11237

1. STATE WHETHER: CORPORATION ☒ INDIVIDUAL ☐ PARTNERSHIP ☐

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
PRESIDENT RAHHATH BLUMBERG

VICE PRESIDENT _____

SECRETARY _____

TREASURER _____

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? YES
IF SO WHEN? 2017

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 3

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? NO
IF SO, WHERE AND WHY? _____

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? None

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
<u>CHRIS JOHNS</u>		<u>45</u>		

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL

THE BID DOCUMENTS WERE REVIEWED IN THEIR ENTIRETY. WE STAFF MOST OF THE
ITEMS AND HAVE FIFTY TRUCK MAKING DELIVERIES EVERY DAY AND WE HAVE A
LOCATION IN GREAT NECK. WE HAVE MANY SIMILAR CONTRACTS AND WE DECIDED TO RESPOND.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

BIDDER

TITLE

**THE FOLLOWING REFERENCES HAVE BEEN CONFIRMED BY THE BUYER,
KIMBERLY STANTON**

May 26, 2017

Bid #54059-05167-057 - Plywood

Buyer: Kimberly Stanton

Vendor: Feldman Lumber US-LBL, LLC
1281 Metropolitan Avenue
Brooklyn, NY 11237

Confirmed References

- 1) Nassau Boces – Spoke w Robert (516-396-2544) 5/26/17
Vendor Feldman Lumber is very responsible, no complaints
- 2) Town of Hempstead – Spoke with Paul (516-489-5000) 5/26/17
Vendor Feldman Lumber is very responsible, no complaints
- 3) Suffolk Boces – Spoke with Lorraine (631-549-4900) 5/26/17
Vendor Feldman Lumber is very responsible, no complaints

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION

CHRIS JOHNS, MANAGER

10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.

NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.

1. REFERENCE'S NAME: BOCHS NASSAU COUNTY
ADDRESS: 71 LILYON ROAD
GARDEN CITY, NY 11530-9195
TELEPHONE: 516 396-2544 CONTACT PERSON ROBERT T. WILKINSON
CONTRACT DATE: 8-15-16 - 8-14-17

2. REFERENCE'S NAME: TOWN OF HAMPSHIRE
ADDRESS: 350 FRONT ST
HAMPSHIRE NY 11550
TELEPHONE: 516 489-5000 CONTACT PERSON GARY J. PARISI
CONTRACT DATE: 9-29-16 - 9-30-17

3. REFERENCE'S NAME: BOCHS WESTERN SUPPLY
ADDRESS: 507 DEER PARK ROAD
HUNTINGTON STATION, NY 11746
TELEPHONE: 631 549-4900 CONTACT PERSON LORRAINE HAIN
CONTRACT DATE: 1-1-17 - 6-30-17

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

BIDDER

TITLE

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE


BIDDER

MARGARET
TITLE

Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgrading's, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgrading's, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

BIDDER

TITLE

**OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK**

**FORMAL SEALED BID PROPOSAL
54059-05167-057**

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation..

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term

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"County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (i) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

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INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

DEFINITIONS:

- The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
- The term "Contractor" as used herein, shall be deemed as reference to the successful bidder, vendor, proprietor, partnership, or corporation receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement.
- The term "agency" as used herein, shall be deemed as the department, division, bureau, office, agency or other Nassau County establishment authorized to receive the service specified herein.
- The term "Director" as used herein, shall be deemed as reference to the Director of the Office of Purchasing.
- The term "Blanket Order" as used herein, shall be deemed as the multiple use pricing agreement as a result of this bid.
- The term "Purchase Order" as used herein, shall be deemed as the single use pricing agreement as a result of this bid.
- The term "complete" as written in this bid must include all equipment, delivery and installation of same in its entirety, as listed in the contract documents, and is to include all supervision, labor, materials, plant equipment, transportation, testing, (if required) incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.

NOTE: INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

IMPORTANT

PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, **YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY. THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M.** LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

All proposals and bid documents submitted in response **must** include a completed copy of the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form. Additionally, if the bidder – prospective vendor – utilizes the services of any individual or organization for the purposes of conducting lobbying activities, the proposal **must** also include the Lobbyist Registration and Disclosure Form, completed by that individual/organization.

In addition, all proposals and bid documents submitted in response must include a completed: (i) Business History Form and (ii) Principal Questionnaire for all "principals" who hold a ten percent (10%) or greater ownership interest in the proposer/bidder.

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Instructions for pages 13 -30

- 1) Business history and principal questionnaire Forms
- 2) Consultant's Contractor's and Vendor's Disclosure Form
- 3) Lobbyist Registration and Disclosure Form

These forms must be filled out completely in their entirety (no blanks). Questions must be responded to appropriately not applicable or N/A is not acceptable, write in none if none is the appropriate answer.

Consultant's Contractor's and Vendor's Disclosure (pages 13 -- 16) form if you list a name on question 7part A. The lobbyist and only the lobbyist must fill out the Lobbyist Registration and Disclosure Form (pages 17 -- 20)

Regarding the Business History Form (page 23), if no conflict exists write in "no conflict exists" in section (a) (i-iii) in section (b) describe any procedures you have in place or would adopt in the future to ensure a conflict of interest does not arise or exist. Examples would be 1) if a conflict of interest should arise guidance should be sought from the County, 2) would be if a conflict of interest should arise we would take the proper measures to correct the situation, 3) Should we hire an employee with a family relationship with a county public servant that might be construed as a possible conflict of interest we would prohibit that employee from being involved in any way with bidding, billing, payment or any other function with the county.

Redacted, website-ready version

Vendors are encouraged to submit an identical website-ready duplicate copy of forms listed on pages 13 through 30 in the event the formal bid is posted for public viewing.

Redacted information must be limited to information that is excepted from FOIL disclosure under Article 6 of the New York State Public Officers Law.

This includes but not limited to:

- 1) social security number
- 2) personal address
- 3) personal phone number
- 4) personal e-mail address
- 5) social media user name
- 6) information of a personal nature the disclosure of which would result in economic or personal hardship.
- 7) Trade secrets or similar information the disclosure of which would cause substantial injury to the competitive position of the person or company providing it.

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INTENT

SCOPE: It is the INTENT of the County of Nassau to properly describe by these specifications, terms and conditions an adequate method of providing a PLYWOOD for the agency or agencies named herein in order that they may enjoy uninterrupted service in consideration for payment of the price bid.

PURPOSE: The purpose of this bid is to establish a price structure on which items and/or services will be made under Blanket Orders.

PERIOD COVERED: Shall be for one (1) year from the effective date. The County of Nassau reserves the right to extend the Blanket Order up to an additional four (4) year(s), at up to one (1) year options. However, the termination of the Blanket Order may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Blanket Order as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months.

ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES.

AWARD: Award, if any, will be made to the lowest responsible bidder, who in the opinion of the Director of Purchasing, meets the specifications and qualifications stated herein. The Director of Purchasing reserves the right to make an award be items, groups, or classes of items or as a whole. Awards will be made in accordance with the terms and conditions attached hereto and made part hereof.

DELIVERY: Bidders are required to state guaranteed delivery date in terms of days after receipt of order in the space provided below and on page one. Bidders are cautioned to post realistic delivery dates. Guaranteed delivery dates will be strictly enforced. Must be made within 15 days A/R/O unless stated otherwise below:

Delivery to be made 31 Days A/R/O.

Delivery shall be made **ONLY** upon receipt of a Purchase Order, or in the case of a Blanket Order, upon receipt of a Direct Purchase Order(s) from a using agency authorized to use the Blanket Order which will be issued to the successful bidder. Purchase Order and Direct Purchase Order shall indicate the destination address. Inside delivery is required on all deliveries.

Bidders agree that all orders shall be effective and binding upon the contractor when PLACED IN THE MAIL addressed to the Contractor at the address shown on the Blanket Order/Purchase Order PRIOR TO MIDNIGHT OF THE FINAL DAY OF CONTRACT.

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BILLING: Shall be made on County claim forms or Certified Invoices to the individual using County Agency upon completion of deliveries made against applicable Purchase Order(s) or Direct Purchase Order(s).

NO PARTIAL PAYMENTS WILL BE PAID.

*****VENDOR CLAIM CERTIFICATION*****

IF A CLAIM VOUCHER IS NOT BEING SUBMITTED, THE FOLLOWING CERTIFICATION **MUST** APPEAR ON THE INVOICE:

I HEREBY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OR RENDERED AS SET FORTH IN THIS CLAIM; THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH REFERENCED PURCHASE ORDER, DIRECT PURCHASE ORDER OR CONTRACT, THAT THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED HEREIN IS ACTUALLY DUE AND OWING AND HAS NOT BEEN PREVIOUSLY CLAIMED; THAT NO TAXES FROM WHICH THE COUNTY IS EXEMPT ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE.

CLAIMANT NAME

DATE

BY (SIGNATURE)

TITLE

*CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID**

Vendors may download claim form NIFS560 at the following URL:

<http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf>

PAYMENT: A certified invoice, or a County claim form to which the invoice is attached, shall be submitted in arrears, directly to the using agency, supported by vouchers signed by agency personnel attesting to satisfactory completion of the required services as specified.

*****VENDOR CLAIM CERTIFICATION*****

If a claim voucher is not being submitted, the following certification **MUST** appear on the invoice:

I hereby certify that all items or services were delivered or rendered as set forth in this claim; that the prices charged are in accordance with referenced purchase order, delivery order or contract, that the claim is just, true and correct; that the balance stated herein is actually due and owing and has not been previously claimed; that no taxes from which the County is exempt are included; and that any amounts claimed for disbursements have actually and necessarily been made.

Claimant Name

Date

By Signature

Title

CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID.

Vendors may download claim form NIFS560 at the following URL:

<http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf>

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PAYMENT IN DETAIL: Billing shall be rendered in detail, listing parts and materials used, their prices and labor shown in hours and extended rates.

RETENTION OF BID: Vendor is required to make a copy of his completed bid document and applicable attachments. Any purchase orders issued against this bid will refer to the bid and attachments to designate items awarded.

METHOD OF BIDDING: Please submit unit price in the appropriate column.

PRICE DISCREPANCY: In the event of a discrepancy between the unit price and the extension price, the unit price will govern.

WARRANTY: The successful bidder warrants the equipment furnished and all associated equipment against any defects in design, workmanship and materials against failure to operate satisfactorily for one (1) year from the date of acceptance by the using department and/or agency of the equipment, other than defects or failure shown by the Contractor that have arisen solely from accident or abuse occurring after delivery to the Nassau County agency. Contractor agrees to replace any parts, which in the opinion of the user, shall fail from the above reasons.

IMPORTANT NOTES: If a company policy or trade practice requires a different warranty period, the bidder may so state without fear of disqualifications. However, the bidder is cautioned that the length of warranty may, in some cases, be a deciding factor in making an award.

Equipment furnished hereunder shall meet the standards set forth in the Occupational Safety and Health Act of 1970.

BIDDER SHALL STATE WARRANTY PERIOD:

NOTE: All warranties take effect only upon written acceptance of equipment by using agency and shall run full term from that point.

BIDDER SHALL INDICATE COST AND TERM OF ANY EXTENDED WARRANTY OPTION, IF AVAILABLE:

TAX PROVISION: Purchases made by the County of Nassau are not subject to State, Local Sales Taxes or Federal Excise Taxes. Federal Exemption #A-109538 State Exemption #EX 7213062C. The County of Nassau is not subject to any Existing "Fair Trade Agreements" and bidders should be governed accordingly.

PRICE PROTECTION: Bidders are required to state period of price protection (in terms of days) after the bid opening.

STATE PRICE PROTECTION PERIOD: 60 DAYS AFTER BID OPENING

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FIRM PRICES Price shall remain firm for the first year of the Blanket Purchase Order and no upward escalation will be permitted. Thereafter, increases in labor and/or material(s) costs may be considered provided they are based on certified labor contracts, uncontrollable materials costs which can be verified in national publications or other increases auditable by the County of Nassau. The burden of proof for such increases shall be upon the Contractor and shall be formally directed to the Director of Purchasing. The decision as to whether or not such increases will be granted shall be made by the Director of Purchasing and shall be final. In the event an increase is not granted when requested, the Contractor may elect to continue at the bid prices or given written notice of termination, upon receipt of which the Blanket Purchase Order will be re-bid.

COMPREHENSIVE AND GENERAL LIABILITY AND HOLD HARMLESS: The Contractor agrees to indemnify and hold harmless the County of Nassau, its agents, officers and employees against any and all claims, causes of action, costs, and liabilities, in law or in equity, of every kind and nature whatsoever, directly or proximately resulting from any act of omission or commission of Contractor, its officers, agents, or employees. Contractor shall, at Nassau County's demand, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought or instituted against Nassau County, its agents, officers, or employees on any such claim, demand or cause of action, and Contractor shall pay and satisfy any judgment or decree which may be rendered against Nassau County, its agents, officers, or employees in any such suit, action or legal proceeding.

The Contractor shall obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including, but not limited, to the torts and negligence of Contractor's personnel, with a combined single minimum limit of three million dollars (\$3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

Bidder shall list below the Insurance Company(s) holding the following documents:

A) Certificate of Insurance name the County of Nassau as co-insured: _____

Or

B) Certificate of Insurance with indemnification agreement (hold harmless clause): _____

INSURANCE AND WORKERS COMPENSATION: The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including but not limited to the torts and negligence of Contractor's personnel, with a combined minimum single limit of three million dollars (\$3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

PRODUCT LIABILITY INSURANCE: The successful bidder agrees to obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of an agreement, a policy of Product Liability Insurance, including foreign objects, with a combined minimum single limit of one million dollars (\$1,000,000.00) for each occurrence, at the Contractor's sole cost and expense, and shall furnish a certificate showing evidence of current coverage. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

GENERAL CONDITIONS:

All repairs to be made in accordance with the Occupational Safety and Health Administration safety requirements.

Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.

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PRODUCT LIABILITY INSURANCE: Cont...

All Contractor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable electrical codes and safety requirements, and must adhere to them.

All parts supplied must match and inter-member without modification to the designated equipment, and must be in accordance with the specifications of the manufacturer of the part to be replaced.

Except as otherwise specified, all contract requirements will be performed at the site as required.

Any requirement to remove any part of the equipment or system(s), to the Contractor's shop, must be approved by an authorized agency representative. Nassau County shall supply all utilities which are available on location insofar as compatibility requirements permit.

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of Nassau County.

Employees of the Contractor, while on service call, shall carry identification badges or cards and shall be instructed to submit same to scrutiny upon request of security or supervisory personnel of Nassau County.

NON-ASSIGNMENT: In accordance with Section 138 of the State Finance Law, the contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of Nassau County and any attempts to assign the contract without the County's written consent are null and void.

NON PERFORMANCE

The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the county shall so notify the contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, the Nassau County Department concerned will deduct a percentage based on the work not performed or performed unsatisfactorily from the Contractor's claim for the period covered. If the Contractor continues to omit or unsatisfactorily perform the required services, the County will arrange for the work to be done by another contractor and the cost of such work shall be deducted from any monies due or that may become due to the Contractor.

TOTAL CONSUMPTION: Total consumption of order awarded may be PLUS/MINUS those quantities without any price change.

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DISCLAIMER

Any Blanket Purchase Order issued as a result of this bid will establish terms and conditions pursuant to which certain materials and/or services are to be supplied or performed, from time to time, for a specified period upon issuance by the County of Delivery Orders. The Blanket Purchase Order is non-exclusive and the County is not bound to purchase, and no materials are to be delivered or services performed without a Delivery Order. The County shall be under no obligation whatsoever to issue such Delivery Orders. The Blanket Purchase shall not apply in any way to items of material or service deemed by the County in its sole discretion to be extraordinary or involve any special conditions, quantities, circumstances or complexities.

NOTICE

READ THIS PAGE OF THE BID CAREFULLY

ALL BIDDERS MUST COMPLY WITH THIS REQUIREMENT OR YOUR BID WILL BE AUTOMATICALLY REJECTED

RIGHT TO KNOW LAW AND "OSHA"

PURSUANT TO ARTICLE 28, SECTION 876 OF THE LABOR LAW OF THE STATE OF NEW YORK, THE COUNTY OF NASSAU HAS MANDATED EMPLOYER'S RESPONSIBILITY TO PROVIDE NOTICE TO EMPLOYEES REGARDING TOXIC SUBSTANCES. TO SATISFY THIS MANDATED REQUIREMENT, WE MUST ASK FOR YOUR COOPERATION. SOME OF THE MATERIAL ON THIS BID MAY CONTAIN TOXIC SUBSTANCES. THEREFORE, YOU MUST SUBMIT, WITH YOUR BID, "**MATERIAL SAFETY DATA SHEETS**" FOR ALL MATERIALS TO BE SUPPLIED PURSUANT TO THIS BID.

FAILURE TO PROVIDE THIS INFORMATION WITH THE BID WILL RESULT IN
AUTOMATIC REJECTION OF THE BID.

IF YOUR PRODUCT **DOES NOT** CONTAIN TOXIC SUBSTANCES, PLEASE SIGN THE FOLLOWING CERTIFICATION:

CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE READ THE NASSAU COUNTY NOTICE, AND FURTHER CERTIFY THAT ITEMS NUMBERED _____ DO NOT CONTAIN ANY TOXIC SUBSTANCES.

X

Signature

Title

Date

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EVALUATION:

The Director of the Office of Purchasing (hereinafter known as the Director) reserves the right before making award to make investigations as to whether or not the items, qualifications, services or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of an award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which he is bidding. Upon request of the Director of Purchasing, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

ACCESS CLAUSE: Contractor, including its satellites, offices and/or subcontractors, if any, shall maintain full and complete books and records of accounts pertaining to this agreement, in accordance with accepted accounting practices and such other records as may be reasonably prescribed by the County of Nassau. Such books and records shall at all times be available for audit and inspection by the completion of all the services described in this agreement. Contractor further agrees that if any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the Contractor agrees that it will make available upon written request by the Secretary of Health and Human Services, or the Comptroller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of six (6) years after the furnishing of any of the services described in this contract.

TERMINATION PREROGATIVE: The Director reserves the right to cancel the Blanket Order by giving not less than thirty (30) days written notice that, on or after a date therein specified, the contract shall be deemed terminated and cancelled.

VENDOR RESPONSIBILITY CRITERIA: The Director of Purchasing reserves the right before making an award to make investigations as to whether or not the qualifications, services, facilities or items offered by the bidder meet the requirements set forth herein and are ample and sufficient to ensure the proper performance in the event of an award. The bidder must be prepared, if requested by the Director of Purchasing, to present evidence of experience, ability, financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which the vendor is bidding. Upon request of the Director, the successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bid are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before an award; and it is further understood that, if such examination is made, it in no way relieves the bidder from fulfilling all requirements and conditions of the bid.

IMPORTANT NOTE: The Director reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Director determines the best interests of the County of Nassau will be served. The Director, in his sole discretion, may accept or reject illegible, incomplete or vague bids and his decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the bidder's conditional or revocable terms in the offer. Prior to award, the Director reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

BIDDER

TITLE

NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OR PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

- [1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- [2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- [3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WITH [1], [2], [3] ABOVE HAVE NOT BEEN COMPLETE WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty of perjury under the laws of the State of New York,

this 12 day of MAY, 20 17 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor:

FELDMAN LUTMAN (S) LLC

Address:

1201 METROPOLITAN AVE

Street:

City, Town, etc:

BR CORLEY NY 11237

Telephone:

718 786-7777

Title:

MANAGER

If applicable, responsible Corporate Officer

Name

CHRISTOPHER J. JONES

Title

MANAGER

Signature:

[Signature]

Sign Here

FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE SHALL RESULT IN AUTOMATIC REJECTION OF THE BID.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

[Signature]

BIDDER

MANAGER

TITLE

GENERAL INSTRUCTIONS: All bidders must adhere to the following conditions:

As per New York State Municipal Law 103, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties as presented in this bid for the specific commodity or service required.

Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the County of Nassau cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity of service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

Bidders must insert **FEDERAL IDENTIFICATION NUMBER** in the space provided on page one of this bid.

Late Formal Sealed Bids will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. Bids must be received by 11:00 A.M. on the bid opening date.

Prices **MUST** be inserted with **TYPEWRITER OR INK**. Entries with **WHITE OUT, CROSS-OUTS OR LIFT-OFF TAPE** **MUST** BE INITIALED or that entry will be disqualified.

Bidders should submit bid with unit price in the appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bidders shall submit one (1) original bid document and all applicable attachments. Any order issued against this bid will refer to the bid and attachments to designate items awarded. Bidders agree that all, Direct Purchase Orders and/or Purchase Orders shall be effective and binding upon the Contractor when placed in the mail, addressed to the Contractor at the address shown on the Direct Purchase Order or the Purchase Order.

Bidders **MUST** state manufacturer's name and catalog number of each item bid.

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

Purchases made by Nassau County are not subject to State or Local Sales Tax or Federal Excise Taxes.

Federal Exemption Number: A-109538

State Exemption Number: EX 7213062C

Inside (receiving dock) delivery is required on all orders.

The rights and obligations of the parties under this agreement shall be governed by the laws of the State of New York.

Bids are hereby solicited for the commodities and/or services specified herein which are to be delivered and/or performed at the locations indicated, and in strict accordance with all specifications, terms and conditions attached hereto and made part hereof.

Bid document must be signed by proprietor, partner or corporate officer.

The clauses contained in these bid forms set forth the wishes of the County of Nassau in regard to the purchase and/or services required. However, the Director reserves the right to waive irregularities, omissions, or other technical defects if, in its judgment, the best interest of the County of Nassau will be served accordingly.

Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s). In any event, the decision of the Director will be final.

Qualification statement **MUST BE COMPLETED** and submitted with bid. See page 4 for further details

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BIDDER SIGN HERE

BIDDER

TJ AM 00 PM
TITLE

RECORD RETENTION: Contractor shall retain complete and accurate records and documents related to this Agreement for six (6) years following the later of termination or final payment. Such records shall at all times be available for audit and inspection by the County.

GOVERNING LAW: Governing Law – Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

SPECIFICATIONS: Submit complete specifications and illustrations of products offered with the bid. Acceptance of a bid and designation of a manufacturer's catalog description, brand name or number in any Purchase or Blanket Order resulting there-from shall not be construed as qualification of the specifications of this bid or relief there-from, except as specifically stated in the Purchase or Blanket Order.

PROTECTION FROM CLAIM AGAINST "OR EQUAL": In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better" or "or equal", the successful bidder agrees, at his own cost and expense, to defend such claims or claims and agrees to hold the County of Nassau free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever.

ALTERNATIVE ITEM: In submitting a bid on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the County. If a bidder does not indicate that the commodity he proposes to furnish is other than as specified, it will be construed to mean that the bidder proposes to furnish the exact commodity as described. Consideration of the alternate shall be at the sole discretion of the Director. MORE THAN ONE (1) BID ON EACH ITEM WILL NOT BE CONSIDERED, UNLESS OTHERWISE SPECIFIED BY THE COUNTY.

EXTENSION OF PRICE: It is anticipated that additional quantities of items specified herein may be required in the ensuing year. According, the County of Nassau requests that the prices bid be protected and be available to the County of Nassau for one (1) year from the date of the award. Economic conditions may not permit the price protection for an entire year. Bidders are requested to state the period for which bid prices will be applicable to potential additional orders.
_____ days.

Ordinance # 72-2014

The bidder declares that they are a registered vendor in accordance with Ordinance # 72-2014 (the "Ordinance"). All registered vendors must pay the One Hundred Twenty-Five Dollar (\$125.00) annual fee required under the Ordinance. Additionally, registered vendors must pay a Two Hundred Seventy-Five Dollar (\$275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under the Ordinance.

Further details about the registration process may be found at

<https://eproc.nassaucountyny.gov/SupplierRegister>

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BIDDER

TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
54059-05167-057

PRICING:

Item	Thickness	Face Veneer	Back Veneer	Exposure	Type of Veneer	What Plywood is Used For	Price per Sheet (4' x 8')
1	1/4	A	A	Exterior	Douglas Fir / G1	Cabinets	\$ 37.24
2	3/8	A	A	Exterior	Douglas Fir / G1	Cabinets	\$ 35.52
3	1/2	A	A	Exterior	Douglas Fir / G1	Cabinets	\$ 37.76
4	5/8	A	A	Exterior	Douglas Fir / G1	Cabinets	\$ 41.12
5	3/4	A	A	Exterior	Douglas Fir / G1	Cabinets	\$ 46.40
6	1/4	A	B	Exterior	Douglas Fir / G1	Cabinets	\$ 31.04
7	3/8	A	B	Exterior	Douglas Fir / G1	Cabinets	\$ 32.64
8	1/2	A	B	Exterior	Douglas Fir / G1	Cabinets	\$ 37.88
9	5/8	A	B	Exterior	Douglas Fir / G1	Cabinets	\$ 35.84
10	3/4	A	B	Exterior	Douglas Fir / G1	Cabinets	\$ 43.52
11	1/4	A	C	Exterior	Douglas Fir / G1	Interior and Exterior Construction & Repairs	\$ 26.56
12	3/8	A	C	Exterior	Douglas Fir / G1	Interior and Exterior Construction & Repairs	\$ 27.36
13	1/2	A	C	Exterior	Douglas Fir / G1	Interior and Exterior Construction & Repairs	\$ 31.36
14	5/8	A	C	Exterior	Douglas Fir / G1	Interior and Exterior Construction & Repairs	\$ 34.24
15	3/4	A	C	Exterior	Douglas Fir / G1	Interior and Exterior Construction & Repairs	\$ 36.16
16	1/4	C	C	Exterior	Douglas Fir / G1	Ground Contact Pressure-Treated Plywood	\$ 26.88
17	3/8	C	C	Exterior	Douglas Fir / G1	Ground Contact Pressure-Treated Plywood	\$ 26.88
18	1/2	C	C	Exterior	Douglas Fir / G1	Ground Contact Pressure-Treated Plywood	\$ 27.84
19	5/8	C	C	Exterior	Douglas Fir / G1	Ground Contact Pressure-Treated Plywood	\$ 31.36
20	3/4	C	C	Exterior	Douglas Fir / G1	Ground Contact Pressure-Treated Plywood	\$ 34.56
21	3/8	C	D	1	Douglas Fir / G1	For Exterior Construction & Repairs	\$ 15.52
22	1/2	C	D	1	Douglas Fir / G1	For Exterior Construction & Repairs	\$ 18.88
23	5/8	C	D	1	Douglas Fir / G1	For Exterior Construction & Repairs	\$ 23.04
24	3/4	C	D	1	Douglas Fir / G1	For Exterior Construction & Repairs	\$ 26.88
25	3/8	MDO	MDO	Exterior	MDO	For Interior and Exterior Paint Projects	\$ 36.80
26	1/2	MDO	MDO	Exterior	MDO	For Interior and Exterior Paint Projects	\$ 40.32
27	5/8	MDO	MDO	Exterior	MDO	For Interior and Exterior Paint Projects	\$ 43.20
28	3/4	MDO	MDO	Exterior	MDO	For Interior and Exterior Paint Projects	\$ 52.80
29	1/4	Furniture	Furniture	Interior	Birch	Cabinets	\$ 20.80
30	3/8	Furniture	Furniture	Interior	Birch	Cabinets	\$ 51.20
31	1/2	Furniture	Furniture	Interior	Birch	Cabinets	\$ 28.16
32	5/8	Furniture	Furniture	Interior	Birch	Cabinets	\$ 54.56
33	3/4	Furniture	Furniture	Interior	Birch	Cabinets	\$ 34.88
34	1/4	Furniture	Furniture	Interior	Oak	Cabinets	\$ 22.08
35	3/8	Furniture	Furniture	Interior	Oak	Cabinets	\$ 85.20
36	1/2	Furniture	Furniture	Interior	Oak	Cabinets	\$ 35.52
37	5/8	Furniture	Furniture	Interior	Oak	Cabinets	\$ 84.80
38	3/4	Furniture	Furniture	Interior	Oak	Cabinets	\$ 56.00
39	1/4	Cabinet	Cabinet	Interior	Walnut	Cabinets	\$ 96.00
40	3/8	Cabinet	Cabinet	Interior	Walnut	Cabinets	\$ 194.88
41	1/2	Cabinet	Cabinet	Interior	Walnut	Cabinets	\$ 144.00
42	5/8	Cabinet	Cabinet	Interior	Walnut	Cabinets	\$ 108.80
43	3/4	Cabinet	Cabinet	Interior	Walnut	Cabinets	\$ 108.80

*Additional Quantities/Facilities may be added to this blanket order with a written quotation and subsequent amendment.

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BIDDER SIGN HERE

BIDDER

TITLE

Safety Data Sheet (SDS)



Plywood

1. Identification

TRADE NAME: Plywood

SYNONYMS and/or GRADES: None

PRODUCT USES: Building Materials

CHEMICAL NAME/CLASS: Wood Products

MANUFACTURER'S NAME: Weyerhaeuser

ADDRESS: 33663 Weyerhaeuser Way S., Federal Way WA 98001-9620

EMERGENCY PHONE: (800) 424-9300 (CHEMTREC)

BUSINESS PHONE: (253) 924-3865

INTERNET ACCESS: See Section 16

REVISED DATE: April 13, 2015


2. Hazard(s) Identification

Signal Word: **DANGER**

NOTE: This product is not hazardous in the form in which it is shipped by the manufacturer but may become hazardous as the result of downstream activities (e.g. cutting, sanding) which creates small particles resulting in the potential hazards as described below.

Classification	Hazard Statement(s)	Pictogram(s)
HEALTH Carcinogen- Category 1A (H350)*	Wood dust may cause nasopharyngeal cancer and/or cancer of the nasal cavities and paranasal sinuses by inhalation	

2. Hazard(s) Identification (cont'd.)

Skin Irritation Category 2 (H315) Specific Target Organ Toxicity- Single Exposure (STOT) Category-3 (H335)	May cause skin irritation May cause respiratory irritation	
Eye Irritation Category 2B (H320)	Causes eye irritation	None
Combustible Dust (OSHA Defined Hazard)	If converted to small particles during further processing, handling, or by other means, may form combustible dust concentrations in air	None

*Hazard codes (GHS)

HMIS Rating (Scale 0-4): Health = 2* Fire = 1 Physical Hazard = 0
NFPA Rating (Scale 0-4): Health = 1 Fire = 1 Reactivity = 0

Precautionary Statement(s)/Codes (GHS):Prevention Statements:

P210: Keep away from sparks, flame or other heat sources.
P243: Take precautionary measures against static discharge.
P260 and P261: Avoid breathing dust.
P280: Wear appropriate protective equipment for skin exposure. In case of inadequate ventilation wear an approved respirator suitable for conditions of use.
P362 and P363: Take off contaminated clothing and wash before reuse.

Response Statements:

P304 and P340: If inhaled and breathing becomes difficult, remove person to fresh air and keep comfortable for breathing.
P308 and P313: If experiencing respiratory symptoms, following removal to fresh air, call a doctor or other qualified medical professional.
P313: If skin irritation or rash occurs get medical advice/attention.
P362: Wash contaminated clothing before reuse.
P352 and P264: If on skin wash with plenty of soap and water.
P338 and P351: If in eyes, rinse cautiously for several minutes. Remove contact lenses if present and easy to do so.

Disposal:

P501: Dispose of in accordance with Federal, state and local regulations.

Ingredients of Unknown Acute Toxicity (>1%): NAP

3. Composition/Information on Ingredients

Ingredients	CAS#	Wt %
Wood (wood dust, softwood or hardwood)	None	85-99
Resin Solids: Polymeric Phenol-Formaldehyde ¹ (C ₇ H ₆ O ₂)	9003-35-4	1-15

Common names: ¹ Phenol-formaldehyde resin

4. First Aid Measures

Inhalation: Remove to fresh air if respiratory symptoms are experienced. Seek medical help if persistent irritation, severe coughing, breathing difficulty or other serious symptoms occur.

Eye Contact: Treat dust in eye as a foreign object. Flush with water to remove dust particles. Remove contact lenses if present and easy to do so. Avoid touching or rubbing eyes to avoid further irritation or injury. Seek medical help if irritation persists.

Skin Contact: Wood dust may elicit contact dermatitis. Seek medical help if rash, irritation or dermatitis persists.

Skin Absorption: Not known to be absorbed through the skin.

Ingestion: Not applicable under normal use.

Symptoms or Effects:

Acute Symptoms/Effects – Wood dust may cause mechanical irritation of the respiratory system. Wood dust can cause physical obstructions in the nasal passages, resulting in dryness of nose, dry cough, and sneezing. Wood dust may cause mechanical irritation of the eyes.

Delayed Symptoms/Effects – Unique delayed effects are not anticipated after exposure. See Section 11 for additional information on chronic effects.

5. Fire-fighting Measures

Extinguishing Media and Restrictions: Water, carbon dioxide and sand.

Specific Hazards, Anticipated Combustion Products: Natural decomposition of organic materials such as wood may produce toxic gases and an oxygen deficient atmosphere in enclosed or poorly ventilated areas. Thermal decomposition (i.e. smoldering, burning) products include carbon monoxide, carbon dioxide, aliphatic aldehydes, including formaldehyde, resin acids, terpenes, and polycyclic aromatic hydrocarbons.

Autoignition Temperature: Variable [typically 400°-500°F (204°-260°C)]

Special Firefighting Equipment/Procedures: No special equipment anticipated. Beware of potential combustible dust explosion hazard.

Unusual Fire and Explosion Hazards: Depending on moisture content and more importantly, particle diameter and airborne concentration, plywood dust may explode in the presence of an ignition source. Wood dust may similarly deflagrate (combustion without detonation like an explosion) if ignited in an open or loosely contained area. An airborne concentration of 40 grams (40,000 mg) of dust per cubic meter of air is often used as the LEL for wood dusts. Reference NFPA Standards 654 and 664 and the NFPA *Fire Protection Handbook* for guidance. Ventilation systems should be kept clean and precautions should be taken to prevent sparks or other ignition sources.

6. Accidental Release Measures

Steps to be taken in case Material Is Released or Spilled: Sweep or vacuum up for recovery and disposal. Avoid creating dusty conditions whenever feasible. Maintain good housekeeping to avoid accumulation of wood and resin dust on exposed surfaces. Use approved filtering facepiece respirator ("dust mask") or higher levels of respiratory protection as indicated and goggles where ventilation is not possible and exposure limits may be exceeded or for additional worker comfort.

7. Handling and Storage

Precautions to be taken in Handling and Storage: Dried wood and resin dust may pose a combustible dust hazard. Keep away from ignition sources. Avoid eye contact. Avoid prolonged or repeated contact with skin. Avoid prolonged or repeated breathing of wood dust. These products may release some formaldehyde in gaseous form. Specific handling and storage conditions should be assessed to determine potential formaldehyde concentrations. Store in well-ventilated, cool, dry place away from open flame.

8. Exposure Control Measures/Personal Protection

Exposure Limits/Guidelines:

Ingredient(s)	Agency	Exposure Limit(s)	Comments
Wood (wood dust, softwood or hardwood)	OSHA	PEL-TWA 15 mg/m ³ (see footnote ^A below)	Total Dust (PNOR)
	OSHA	PEL-TWA 5 mg/m ³ (see footnote ^A below)	Respirable dust fraction (PNOR)
	ACGIH	TLV-TWA 1 mg/m ³	Inhalable fraction
Phenol-formaldehyde resin solids ^B	OSHA	PEL-TWA 0.75 ppm	Free gaseous formaldehyde
	OSHA	PEL-STEL 2 ppm	
	ACGIH	TLV- (C) 0.3 ppm	Ceiling limit

^A In *AFL-CIO v OSHA*, 965 F. 2d 962 (11th Cir. 1992), the Court overturned OSHA's 1989 Air Contaminants Rule, including the specific PEL's for wood dust that OSHA had established at that time. The 1989 vacated PEL's were: 5 mg/m³ PEL-TWA and 10 mg/m³ STEL (15 min), all softwood and hardwood except Western Red Cedar. Wood dust is now regulated by OSHA as "Particulates Not Otherwise Regulated" (PNOR), which is also referred to as "nuisance dust". However, some states have regulated wood dust PEL's in their state plans. Additionally, OSHA indicated that it may cite employers under the OSH Act general duty clause in appropriate circumstances.

^B These products may contain free formaldehyde (<0.1%, wt %), which may be released depending on concentration and environmental conditions. These panels contain no added urea-formaldehyde resins. Large scale chamber studies on similar materials conducted by the APA Engineered Wood Association have shown that the finished products off-gas levels below 0.1 ppm.

Ventilation:

LOCAL EXHAUST – Provide local exhaust as needed so that exposure limits are met. Ventilation to control dust should be considered where potential explosive concentrations and ignition sources are present. The design and operation of any exhaust system should consider the possibility of explosive concentrations of wood dust within the system. See "SPECIAL" section below. Use of tool mounted exhaust systems should also be considered, especially when working in enclosed areas.

MECHANICAL (GENERAL) – Provide general ventilation in processing and storage areas so that exposure limits are met.

SPECIAL – Ensure that exhaust ventilation and material transport systems involved in handling this product contain explosion relief vents or suppression systems designed and operated in accordance with applicable standards if the operating conditions justify their use.

8. Exposure Control Measures/Personal Protection (cont'd.)

OTHER ENGINEERING CONTROLS – Cutting and machining of product should preferably be done outdoors or with adequate ventilation and containment.

Personal Protective Equipment:

RESPIRATORY PROTECTION – Use filtering face piece respirator ("dust mask") tested and approved under appropriate government standards such as NIOSH (US), CSA (Canada), CEN (EU), or JIS (Japan) where ventilation is not possible and exposure limits may be exceeded or for additional worker comfort or symptom relief. Use respiratory protection in accordance with jurisdictional regulatory requirements similar to the OSHA respiratory protection standard 29CFR 1910.134 following a determination of risk from potential exposures.

EYE PROTECTION – Approved goggles or tight fitting safety glasses are recommended when excessive exposures to dust may occur (e.g. during clean up) and when eye irritation may occur.

PROTECTIVE GLOVES – Cloth, canvas, or leather gloves are recommended to minimize potential slivers or mechanical irritation from handling product.

OTHER PROTECTIVE CLOTHING OR EQUIPMENT – Outer garments which cover the arms may be desirable in extremely dusty areas.

WORK/HYGIENE PRACTICES – Follow good hygienic and housekeeping practices. Clean up areas where wood and resin dust settles to avoid excessive accumulation of this combustible material. Minimize compressed air blowdown or other practices that generate high airborne-dust concentrations.

9. Physical/Chemical Properties

Appearance: Appearance: Plywood is a 3 to 9 ply-veneer product with a slightly aromatic resinous odor and natural wood color.

Odor/ Odor Threshold(s):	NAV
pH:	NAP
Melting/Freezing Point:	NAP
Boiling Point (@ 760 mm Hg) and Range:	NAP
Flash Point:	NAP
Evaporation Rate:	NAP
Flammability:	NAV
Lower / Upper Explosive Limits:	40,000 mg of dust per cubic meter of air is often used as the LEL for wood dusts.
Vapor Pressure (mm Hg):	NAP
Vapor Density (air = 1; 1 atm):	NAP
Relative Density:	NAP
Solubility:	<0.1
Partition Coefficient (n-octanol/water):	NAP
Autoignition Temperature:	Variable [typically 400°-500°F (204°-260°C)]
Decomposition Temperature:	NAV
Viscosity:	NAP
Other Properties:	NAP

10. Stability and Reactivity

Reactivity: NAP

Hazardous Polymerization:

☐ May occur

☒ Will not occur

Stability:

☐ Unstable

☒ Stable

Conditions to Avoid: Avoid all sources of ignition.

Incompatibility (Materials to Avoid): Avoid contact with oxidizing agents and drying oils.

10. Stability and Reactivity (cont'd.)

Hazardous Decomposition or By-Products: Thermal decomposition (i.e. smoldering, burning) can release carbon monoxide, oxides of nitrogen, carbon dioxide, aliphatic aldehydes including formaldehyde, resin acids, terpenes and polycyclic aromatic hydrocarbons. Natural decomposition of organic materials such as wood may produce toxic gases and an oxygen deficient atmosphere in enclosed or poorly ventilated areas. Spontaneous and rapid hazardous decomposition will not occur.

Sensitivity to Static Discharge: Airborne wood dust may be ignited by a static discharge depending on airborne concentrations, particle size and moisture content.

11. Toxicological Information

Likely Route(s) of Exposure:

- ☐ Ingestion:
- ☒ Skin: Dust
- ☒ Inhalation: Dust
- ☒ Eye: Dust

Signs and Symptoms of Exposure:

Wood Dust - NTP: According to its Report on Carcinogens, Thirteenth Edition, NTP states, "Wood dust is known to be a human carcinogen based on sufficient evidence of carcinogenicity from studies in humans". An association between wood dust exposure and cancer of the nasal cavity has been observed in many case reports, cohort studies, and case-control studies that specifically addressed nasal cancer. Associations with cancer of the nasal cavities and paranasal sinuses were observed both in studies of people whose occupations are associated with wood dust exposure and in studies that directly estimated wood dust exposure. This classification is based primarily on increased risk in the occurrence of adenocarcinomas of the nasal cavities and paranasal sinuses associated with exposure to wood dust. The evaluation did not find sufficient evidence to associate cancers of the oropharynx, hypopharynx, lung, lymphatic and hematopoietic systems, stomach, colon or rectum with exposure to wood dust. There is inadequate evidence for the carcinogenicity of wood dust from studies in experimental animals according to NTP.

Wood Dust: IARC – Group 1: Carcinogenic to humans; sufficient evidence of carcinogenicity. This classification is primarily based on studies showing an association between occupational exposure to wood dust and adenocarcinoma to the nasal cavities and paranasal sinuses. IARC did not find sufficient evidence of an association between occupational exposure to wood dust and cancers of the oropharynx, hypopharynx, lung, lymphatic and hematopoietic systems, stomach, colon or rectum.

Formaldehyde - NTP: According to its Report on Carcinogens, Thirteenth Edition, NTP states, Formaldehyde (gas) is known to be a human carcinogen based on sufficient evidence of carcinogenicity from studies in humans and supporting data on mechanisms of carcinogenesis.

Formaldehyde: IARC - Group 1: Carcinogenic to humans, sufficient evidence of carcinogenicity. A working group of IARC has determined that there is sufficient evidence that formaldehyde causes nasopharyngeal cancer in humans, a rare cancer in developed countries and "strong but not sufficient evidence" for leukemia. However, numerous epidemiological studies have failed to demonstrate a relationship between formaldehyde exposure and nasal cancer or pulmonary diseases such as emphysema or lung cancer.

Carcinogenicity Listing(s):

- ☒ NTP: Wood dust, Known Human Carcinogen. Formaldehyde, Known to be a Human Carcinogen.
- ☒ IARC Monographs: Wood dust, Group 1 - carcinogenic to humans. Formaldehyde, Group 1- carcinogenic to humans.
- ☒ OSHA Regulated: Formaldehyde Gas

11. Toxicology Information (cont'd.)

Toxicity Data: No specific information available for product in purchased form. Individual component information is listed below.

Components:

Wood dust (softwood or hardwood)

Dusts generated from sawing, sanding or machining the product may cause respiratory irritation, nasal dryness and irritation, coughing and sinusitis. NTP and IARC (Group 1) classify wood dust as a human carcinogen. See Section 2 above.

Formaldehyde

Human inhalation TC_{Lo} of 17 mg/m^3 for 30 minutes produced eye and pulmonary results; human inhalation TC_{Lo} of 300 ug/m^3 produced nose and central nervous system results; LC_{50} (rat, inhalation) = $1,000 \text{ mg/m}^3$, 30 minutes; LC_{50} (mice, inhalation) = 400 mg/m^3 , 2 hours. NTP and IARC (Group 1) classify formaldehyde as a human carcinogen. See Section 2 above.

Target Organs: Eyes, skin and respiratory system.

Note: Weyerhaeuser evaluated the studies referenced in the ACGIH® TLV® Documentation for Wood Dust and others which included potential allergenic references for wood species which may cause skin or respiratory sensitization. There are a limited number of studies of highly variable consistency which reference sensitization from some species of wood. When the total weight of evidence is considered this product is considered to be an eye, skin and respiratory irritant and not a respiratory or skin sensitizer according to health hazard classification criteria.

12. Ecological Information

Ecotoxicity: NAV for finished product.

Component: Formaldehyde

96 hr LC_{50} Fathead Minnow	24 mg/L
96 hr LC_{50} Bluegill	0.10 mg/L
5 min EC_{50} Photobacterium phosphoreum	9 mg/L
96 hr EC_{50} Water flea	20 mg/L

Biopersistence and Degradability: The wood and resin portions of this product would be expected to be biodegradable.

Formaldehyde

Trace amounts of free formaldehyde may be released to the atmosphere and would be expected to be removed in the atmosphere by direct photolysis and oxidation by photochemically produced hydroxyl radicals (half-life of a few hours). In the aqueous phase formaldehyde biodegradation is expected to take place in a few days.

Bioaccumulation: Not expected to bioaccumulate.

Soil Mobility: NAV

Other Adverse Effects: NAP

13. Disposal Considerations

Waste Disposal Method: Dry land disposal or incineration is acceptable in most areas. It is, however, the user's responsibility to determine at the time of disposal whether your waste meets any jurisdictional criteria. Note that wood dust may pose a combustible dust hazard.

14. Transport Information

Mode: (air, land, water) Not regulated as a hazardous material by the U.S. Department of Transportation. Not listed as a hazardous material in Canadian Transportation of Dangerous Goods (TDG) regulations. Not regulated as a hazardous material by IMDG or IATA regulations concerning the transport of hazardous materials.

UN Proper Shipping Name:	NAP
UN/NA ID Number:	NAP
Hazard Class:	NAP
Packing Group:	NAP
Environmental Hazards (Marine Pollutant):	NAP
Special Precautions	NAP

15. Regulatory Information

TSCA: Phenol-formaldehyde resin is on the TSCA chemical substance inventory.

CERCLA: Formaldehyde (100 lbs RQ) is on the CERCLA chemical substance inventory.

DSL: Formaldehyde is on the Canadian Domestic Substance List.

OSHA: Wood products are not hazardous under the criteria of the federal OSHA Hazard Communication Standard 29 CFR 1910.1200. However, wood and resin dust generated by sawing, sanding or machining this product may be hazardous. Workplace exposure to formaldehyde is specifically regulated under 29 CFR 1910.1048.

STATE RIGHT-TO-KNOW:

California Proposition 65 – This product contains formaldehyde, which depending on temperature and humidity, may be emitted from the product. Weyerhaeuser has evaluated formaldehyde emission rates from its products and have found these rates to be below the significant risk level. The user should determine whether formaldehyde emissions resulting from its site specific use, handling, ventilation design, capacity and final construction design for this product could exceed the safe harbor level.

Warning: Drilling, sawing, sanding or machining wood products generates wood dust, a substance known to the State of California to cause cancer.

Pennsylvania – This product contains formaldehyde which, depending on temperature and humidity, may be emitted from the product. When cut or otherwise machined, the product may emit wood dust. Formaldehyde and wood dust appear on Pennsylvania's Appendix A, Hazardous Substance Lists.

New Jersey – This product contains formaldehyde, a substance which appears on New Jersey's Environmental Hazardous Substance List.

Minnesota – Minnesota Statutes, 1984, Sections 144.495 and 325F.181 do not apply to this product; these statutes apply to plywood, particleboard and MDF and other products manufactured with urea-formaldehyde resins.

SARA 313 Information: To the best of our knowledge, this product contains formaldehyde at de minimis concentrations (<0.1%) and is not subjected to the SARA Title III Section 313 supplier notification requirements.

SARA 311/312 Hazard Category: This product has been reviewed according to the EPA "Hazard Categories" promulgated under SARA Title III Sections 311 and 312 and is considered, under applicable definitions, to meet the following categories:

An immediate (acute) health hazard	Yes
A delayed (chronic) health hazard	Yes
A corrosive hazard	No
A fire hazard	No
A reactivity hazard	No
A sudden release hazard	No

15. Regulatory Information (cont'd.)

FDA: Not intended for use as a food additive or indirect food contact item.

WHMIS Classification: Wood and products made from wood are exempt from WHMIS per the Hazardous Products Act. However, wood dust is considered to be a controlled product: D2A (wood dust and formaldehyde: IARC Group 1).

16. Other Information

Date Prepared: 11/08/2010

Date Revised: 04/13/2015

Prepared By: Weyerhaeuser Company Environment, Health, and Safety.

Weyerhaeuser SDS available on:

<http://www.weyerhaeuser.com/Sustainability/Customers/ProductStewardship/SafetyDataSheets>

User's Responsibility: The information contained in this Safety Data Sheet is based on the experience of occupational health and safety professionals and comes from sources believed to be accurate or otherwise technically correct. It is the user's responsibility to determine if the product is suitable for its proposed application(s) and to follow necessary safety precautions. The user has the responsibility to ensure that the most current SDS is used.

Definition of Terms

ACGIH [®]	= American Conference of Governmental Industrial Hygienists
C	= Ceiling Limit
CAS#	= Chemical Abstracts System Number
DOT	= U. S. Department of Transportation
DSL	= Domestic Substance List
EC#	= Identifying Number Assigned to Chemicals Contained in the European Inventory of Existing Chemical Substances (EINECS)
EC ₅₀	= Effective Concentration That Inhibits the Endpoint to 50% of Control Population
EPA	= U.S. Environmental Protection Agency
GHS	= Globally Harmonized System of Classification and Labelling of Chemicals
HMIS	= (Canada) Hazardous Materials Identification System
IARC	= International Agency for Research on Cancer
IATA	= International Air Transport Association
IMDG	= International Maritime Dangerous Goods
LC ₅₀	= Concentration in Air Resulting in Death To 50% of Experimental Animals
LCLo	= Lowest Concentration in Air Resulting in Death
LD ₅₀	= Administered Dose Resulting in Death to 50% of Experimental Animals
LDLo	= Lowest Dose Resulting in Death
LEL	= Lower Explosive Limit
LFL	= Lower Flammable Limit
MSHA	= Mine Safety and Health Administration
NAP	= Not Applicable
NAV	= Not Available
NIOSH	= National Institute for Occupational Safety and Health
NFPA	= National Fire Protection Association
NPRI	= Canada-National Pollution Release Inventory
NTP	= National Toxicology Program
OSHA	= Occupational Safety and Health Administration
PEL	= Permissible Exposure Limit
PNOR	= Particulate Not Otherwise Regulated
PNOS	= Particulate Not Otherwise Specified
RCRA	= Resource Conservation and Recovery Act

16. Other Information (cont'd.)

STEL	=	Short-Term Exposure Limit (15 minutes)
STP	=	Standard Temperature and Pressure
TCLo	=	Lowest Concentration in Air Resulting in a Toxic Effect
TDG	=	(Canada) Transportation of Dangerous Goods
TDLo	=	Lowest Dose Resulting In a Toxic Effect
TLV	=	Threshold Limit Value
TSCA	=	Toxic Substance Control Act
TWA	=	Time-Weighted Average (8 hours)
UFL	=	Upper Flammable Limit
WHMIS	=	(Canada) Workplace Hazardous Materials Information System

Plywood



Danger

Wood dust may cause nasopharyngeal cancer and/or cancer of the nasal cavities and paranasal sinuses by inhalation. May cause respiratory, skin and eye irritation.

May form combustible dust concentrations in air if small particles are formed during processing or handling.

Precautions: Avoid breathing dust and wear appropriate protective equipment for respiratory, skin or eye exposures. Prevent dust release and accumulations to minimize hazards. Take off contaminated clothing and wash before reuse. Keep dust away from ignition sources such as heat, sparks, and flame.

First Aid: If on skin wash with plenty of mild soap and water. If in eyes, rinse cautiously for several minutes. Remove contact lenses if present and easy to do so. If experiencing respiratory symptoms, remove to fresh air. Contact a qualified medical professional for serious or persistent skin, eye or respiratory symptoms.

Weyerhaeuser

33663 Weyerhaeuser Way South

Federal Way, WA 98001

1-800-525-5440



Weyerhaeuser

MATERIAL SAFETY DATA SHEET
HIGH DENSITY OVERLAID PLYWOOD

AINSWORTH LUMBER COMPANY LTD.
Savona Plywood Division
P.O. Box 127
Savona, B.C. V0K 2J0
Telephone (250)373-5600 Fax: (250)373-5601

SECTION I: PRODUCT IDENTIFICATION AND USE

Material Name: HIGH DENSITY OVERLAID PLYWOOD
Trade Names: POURFORM HDO, Slipguard HDO, Transdeck, Highway Sign HDO
Manufacturer: Ainsworth Lumber Co. Ltd.

SECTION II: INGREDIENTS AND HAZARDS

Product is made by laminating softwood veneers, phenol formaldehyde adhesives, and resin impregnated thermal setting paper overlays under heat and pressure. The product may release trace amounts of formaldehyde: $\leq 0.05\%$ for 24 hours on freshly pressed panels, which decreases rapidly with time.

Hazards occur when remanufacturing; ie. sawing, (wood dust); and from storage in unventilated hot ($>100^{\circ}\text{F}$) areas. Possible formaldehyde gas.

Wood Dust: ACGIH (1987) TLV's:
TWA 5 mg/m³ for softwood, STEL 10 mg/m³

Formaldehyde gas: OSHA (1988) TLV's:
TWA 1.0 ppm; STEL 2.0 ppm

SECTION III: PHYSICAL DATA

Specific Gravity: Approx. 0.5 (water=1)
Percent Volatile: Approx. 5% at 220°F
Solubility in water: None
Heat of Combustion: 8,000 - 10,000 BTU/lb.
Odor and Appearance: Woodlike, wooden panels

SECTION IV: FIRE AND EXPLOSION DATA

Product being wood based, is combustible.

Means of Extinction: Water spray, carbon dioxide foam, or dry chemical.
Method determined by surrounding fire.

Flashpoint: Autoignition will occur generally above 400°F.

Explosion Data: Sawdust from remanufacturing, if left to accumulate may create explosive conditions.
Keep work area clean.

SECTION V: REACTIVITY DATA

Chemical Stability: Stable.

Incompatibility with other Substances: Avoid contact with strong oxidizers.

Reactivity: First time exposure to high temperatures and humidity may result in the release of formaldehyde gas. If wood dust is allowed to accumulate during remanufacture, the potential for spontaneous combustion is increased.

Hazardous Decomposition Products: Burning of wood products can produce Carbon Monoxide and other toxic fumes. Decomposition by-products include formaldehyde and aromatic ring compounds.

SECTION VI: HEALTH HAZARD DATA

Panel is an inert solid. Effects of over exposure will occur only in hot/damp storage conditions and when remanufacturing.

Irritancy of Product: Sawdust may cause allergic response or asthma may occur. Will cause eye irritation. Formaldehyde is a "suspected" carcinogen. It may cause upper respiratory and eye irritation.

SECTION VII: PREVENTIVE MEASURES

Personal Protective Equipment:	When handling panels, gloves and safety boots should be worn. When remanufacturing, safety glasses and dust mask should be worn.
Ventilation:	When sawing, proper exhaust required to remove dust.
Leak and Spill Procedures:	No special requirements necessary in "as produced" state. Dust control should be implemented in the remanufacturing state.
Waste Disposal:	Incineration in suitable, approved incinerators only. Scrap material may be placed in land fills.
Storage Requirements:	Product should be stored in dry/cool areas.
Special Shipping Information:	None

SECTION VIII: FIRST AND MEASURES

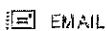
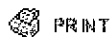
Specific Measures:	Sawdust:	eyes.....flush with water inhalation.....remove to fresh air ingestion.....N/A slivers.....remove
		If any irritation persists, consult doctor.

SECTION IX: PREPARATION DATE OF MSDS

NOTE: The information supplied in this MSDS is to the best of our knowledge, accurate, and has been compiled from sources believed to be reliable. Ainsworth Lumber Co. Ltd., makes no warranty of this information or data and assumes no responsibility for its application to the purchaser's intended purposes. If the purchaser alters the product in any way which creates wood dust, then this is the purchaser's responsibility.

Prepared by: Quality Control Department
 Phone Number: (250)373-5604
 Date: February 8, 2001

MSDS ID: 870989



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SECTION 1: CHEMICAL PRODUCT and COMPANY IDENTIFICATION

3

Product Name: Urea-Formaldehyde (UF) Bonded Wood Products

Manufacturer MSDS.: 3

Distributor Name: BlueLinx Corporation

Distributor Address: 4300 Wildwood Parkway
Atlanta, GA 30339-8401

NFPA

(888) 602-BLUE (2583) MSDS Request

CHEMTREC Numbers:

For emergencies in the US, call CHEMTREC: 800-424-9300

Revision Date: 02/12/2010
Supersedes: 9/6/2006
Supersedes: 5/10/2004Trade Names: Hardwood Plywood - Domestic/Import, Overlay, Varying Cores
High Pressure Laminate
Medium Density Fiberboard (MDF) - Paneling, Overlay
Particleboard (PB) - Door Core, Industrial, Mobile Home Decking,
Overlay, Underlayment
Plywood PanelingGeneral Use: Product Use: Wood particles and fibers bonded together with UF
resin and used in both commercial and industrial settings.
HMIS/NFPA Ratings:
(Hazard Scale: 0 = Minimal, 1 = Slight, 2 = Moderate, 3 =
Serious, 4 * = Chronic)

Product Codes:

1
1 0

HMIS

HEALTH	1
FIRE	1
REACTIVITY	0
PPE	

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SECTION 2 : COMPOSITION, INFORMATION ON INGREDIENTS

3

Ingredient Name	CAS#	Ingredient Percent
Wood	Mixture	90-100%
EC Index Number:	1	
Formaldehyde	50-00-0	< 0.3%
EC Index Number:	1	

See Section 8 for exposure limits.

Some UF-bonded wood products contain cured binders, fillers and other
non-hazardous ingredients.

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SECTION 3 : HAZARDS IDENTIFICATION

3

Emergency Overview:

CAUTION! Sawing, sanding or machining wood products may produce wood dust, which cause a fire and explosion hazard. Wood dust may cause irritation to the eyes, skin and respiratory tract. Prolonged overexposure to wood dust may cause nasal cancer. Repeated exposure to certain types of wood dust (such as western red cedar) may cause allergic skin and respiratory reaction (sensitization). These products may release small quantities of formaldehyde in gaseous form. Emissions decrease through time as the board ages. Exposure to formaldehyde gas may cause eye, skin and respiratory irritation and may cause allergic sensitization in some individuals. Prolonged exposure to formaldehyde may cause nasal cancer.

Description: Boards manufactured from wood particles, fibers, wood piles, wood veneers and other products bonded to wood face veneers using urea-formaldehyde resin.

Applies to All Ingredients :**Potential Health Effects:****Eye Contact:**

Wood dust can cause mechanical irritation. Formaldehyde gas may cause eye irritation.

Skin Contact:

Both formaldehyde and some species of wood dust may evoke allergic contact dermatitis in sensitized individuals. If an allergy pre-exists or develops, it may be necessary to remove the sensitized worker from further exposure to wood dust or wood-based products.

Inhalation:

Wood dust may cause nasal dryness, irritation, coughing and sinusitis. Repeated exposures to certain types of wood dust (such as western red cedar) can produce allergic responses in some individuals. If an allergy pre-exists or develops, it may be necessary to remove the sensitized worker from further exposure to wood dust or wood-based products. Prolonged overexposure to wood dust is associated with an increased risk of cancer of the nasal cavity. Exposure to formaldehyde gas may cause eye, mucous membrane and respiratory tract irritation. Repeated exposures may cause allergic skin and respiratory sensitization (asthma) in some individuals.

Ingestion:

Not applicable under normal conditions of use.

Target Organs:


Eye, Skin and Respiratory Tract.

Aggravation of Pre-Existing Conditions:

Wood dust and formaldehyde exposure may aggravate pre-existing skin, eye, respiratory and cardiovascular disorders.

HMIS Ratings: Health: 1 * Fire: 1 Reactivity: 0

Hazard Scale: 0 = Minimal, 1 = Slight, 2 = Moderate, 3 = Serious, 4 = Severe, * = Chronic Health Hazard

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SECTION 4 : FIRST AID MEASURES

3

Eye Contact:

Immediately rinse with water. Remove contact lenses. Hold eyelids apart and flush eyes thoroughly with water. If irritation persists or for foreign body in the eye, seek medical attention.

Skin Contact:


Wash affected areas with soap and water until dust is entirely removed from skin. Immediately remove contaminated clothing. If rash, dermatitis or irritation develops, seek medical attention. Launder contaminated clothing before reuse or dispose of properly.

Inhalation:

Remove to fresh air immediately. If breathing is difficult, trained personnel should administer oxygen. If breathing has ceased apply artificial resuscitation using oxygen and a suitable mechanical device such as a bag and a mask. Get immediate medical attention.

Ingestion:

Not applicable under normal conditions of use.

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SECTION 5 : FIRE FIGHTING MEASURES

3

Explosion:

Explosive Limits: Sawing, sanding or machining wood products can produce wood

	dust as a by-product. Wood dust is a strong to severe explosion hazard if a dust "cloud" contacts an ignition source. 212°F (100°C) has been suggested as the upper temperature limit for continuous exposure for wood without risk of ignition (wood dust may require a still lower temperature). An airborne concentration of 40 grams of dust per cubic meter of air is often used as the lowest explosion limit (LEL) for wood dust.
Flash Point:	Not applicable.
Auto Ignition Temperature:	400 deg - 500 deg F (204 deg -260 deg C)
Extinguishing Media:	Water, dry chemical and other agents rated for a Type A fire.
Hazardous Combustion Byproducts:	Thermal-oxidative degradation, or burning, of wood can produce irritating and potentially toxic fumes and gases including carbon monoxide, aldehydes and organic acids.
Fire Fighting Instructions:	Use water to wet down wood dust to reduce the likelihood of ignition or dispersion of dust into the air. Remove burned, charred or wet dust to open, secure area after fire is extinguished.
NFPA	


Health: 1

Flammability:1

Reactivity:0

Other:


Hazard Scale: 0 = Minimal, 1 = Slight, 2 = Moderate, 3 = Serious, 4 = Severe

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SECTION 6 : ACCIDENTAL RELEASE MEASURES

3


Personal Precautions:	Wear appropriate protective clothing and equipment of indicated in Section 8. Do not inhale dusts during clean-up. Avoid eye contact or repeated or prolonged contact with skin.
Spill Cleanup Measures:	Wood dust may be vacuumed or shoveled for recovery or disposal. Wet down accumulated dusts prior to vacuuming or shoveling in order to prevent explosion hazards. Eliminate all ignition sources. Avoid dusty conditions and provide good ventilation. Wood dust clean-up and disposal activities should be accomplished in a manner to minimize creation of airborne dust.

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SECTION 7 : HANDLING and STORAGE

3

Handling:	Avoid repeated or prolonged breathing of wood dust. Avoid eye contact or repeated or prolonged contact with skin. Change protective clothing and gloves when sign of contamination appear. . Water spray may be used to wet down wood dust generated by sawing, sanding or machining to reduce the likelihood of ignition or dispersion of dust into the air. Provide adequate ventilation to reduce the possible build up of formaldehyde gas, particularly when high temperatures occur. Formaldehyde is regulated under a specific OSHA standard, 29CFR 1910.1048. Refer to the standard for specific requirements.
Storage:	UF bonded wood products should not be stored were exposure to water could occur. Wood products are combustible and, therefore, should not be subjected to temperatures exceeding the autoignition temperature.


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SECTION 8 : EXPOSURE CONTROLS, PERSONAL PROTECTION

3

Engineering Controls:	Due to the explosive potential of wood dust when suspended in air, precautions should be taken during sanding, sawing or machining of wood products to prevent sparks or other ignition sources in ventilation equipment. Use of totally enclosed motors is recommended. Provide local exhaust as necessary to maintain exposure levels below the occupational exposure limits.
Personal Protective Equipment Routine Handling:	(GENERAL PPE RECOMMENDED BELOW: IT MAY BE NECESSARY TO FOLLOW SPECIFIC PPE REQUIREMENTS AS DETERMINED BY YOUR WORKPLACE)


Skin Protection Description:	Protective equipment such as gloves and outer garments may be needed to reduce skin contact. After working with wood and before eating, drinking, toileting and use of tobacco products, wash exposed areas thoroughly with soap and water.
Eye/Face Protection:	Safety goggles or safety glasses recommended as conditions indicate when sawing, sanding or machining wood products.
Protective Clothing/Body Protection:	No special requirements under normal conditions of use. Protective clothing should be worn where prolonged skin contact may occur. Protective clothing should be laundered separately from household clothing and before reuse.
Respiratory Protection:	Use NIOSH/OSHA approved respirator when ventilation is not possible and if occupational exposure limits may be exceeded. Formaldehyde is regulated under a specific OSHA standard, 29CFR 1910.1048. Refer to the standard for specific respiratory protection requirements.
Exposure Limits:	Wood Species: Western Red Cedar CAS NO.: Mixture OSHA PEL: 5 mg/m3 TWA (respirable dust) 15 mg/m3 STEL (total dust) as Particulates not Otherwise Classified ACGIH TLV: 0.5 mg/m3 TWA (inhalable fraction) sensitizer Wood Dusts, all other species CAS No.: None OSHA PEL: 5 mg/m3 TWA (respirable dust) 15 mg/m3 STEL (total dust) as Particulates not Otherwise Classified ACGIH TLV: 1 mg/m3 TWA (inhalable fraction) Formaldehyde CAS No.: 50-00-0 OSHA PEL: 0.75 ppm TWA 2 ppm STEL ACGIH TLV: 0.3 ppm Ceiling Limit sensitizer

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SECTION 9 : PHYSICAL and CHEMICAL PROPERTIES

3


Physical State/Appearance:	Varies
Odor:	Wood species dependent
Physical State:	Solid
pH:	Not applicable
Vapor Pressure:	Not applicable
Vapor Density:	Not applicable
Boiling Point:	Not applicable
Melting Point:	Not applicable
Solubility:	(H2O) Insoluble
Specific Gravity:	< 1.0

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SECTION 10 : STABILITY and REACTIVITY

3

Chemical Stability:	This is a stable material.
Conditions to Avoid:	Wood dust generated from sawing, sanding or machining the product is extremely combustible. Keep in cool dry place away from ignition sources.
Incompatibilities with Other Materials:	Oxidizing agents and drying oils.
Hazardous Polymerization:	Will not occur.
Hazardous Decomposition Products:	Hazardous Combustion Products: Thermal-oxidative degradation or burning, of wood can produce irritating and potentially toxic fumes and gases including carbon monoxide, aldehydes and organic acids.

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SECTION 11 : TOXICOLOGICAL INFORMATION

3


Formaldehyde :

Acute Health Effects: Exposure to gaseous formaldehyde may cause irritation to the nose, throat as well as lead to respiratory disorders. Formaldehyde concentrations as low as 0.1 ppm have been reported to cause some irritation. The level of irritation increases with airborne concentration. Pre-existing respiratory disorders may be aggravated by exposure.

Recent epidemiological studies of workers exposed to formaldehyde have provided sufficient evidence that formaldehyde causes nasopharyngeal cancer in humans but insufficient evidence that formaldehyde causes leukemia or other cancers. In animal studies, rats and mice exposed to high levels of formaldehyde developed nasal cancer while hamsters did not. Formaldehyde is listed by the International Agency for Research on Cancer (IARC) as a known human carcinogen (Group 1). The National Toxicology Program (NTP) included formaldehyde in the Annual Report on Carcinogens as reasonable anticipated to be a carcinogen. OSHA regulates formaldehyde as a potential carcinogen.

Wood :

Acute Health Effects: WOOD DUST: Wood dust generated from sawing, sanding or machining this product may cause nasal dryness, irritation, coughing and sinusitis. The International Agency for Research on Cancer (IARC) and the National Toxicology Program (NTP) classify wood dust as a (known) human carcinogen (Group I). This classification is based primarily on increased risk in the occurrence of adenocarcinomas of the nasal cavities and paranasal sinuses associated with exposure to wood dust. The evaluation did not find sufficient evidence to associate cancers of the oropharynx, hypopharynx, lung, lymphatic and hematopoietic systems, stomach, colon or rectum with exposure to wood dust.

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SECTION 12 : ECOLOGICAL INFORMATION

3

Ecological Paragraph: General Product Information: This product is not expected to have ecological effects on the environment.

Environmental Fate: Formaldehyde is readily biodegradable.

Effect of Material On Aquatic Life: Component Analysis – Ecotoxicity – Aquatic Toxicity
Formaldehyde: 96 hr/LC50 fish 10-100 mg/L

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SECTION 13 : DISPOSAL CONSIDERATIONS

3

Waste Disposal: US EPA Waste Number & Descriptions
General Product Information: If the material is altered by processing, use or contamination, the waste must be tested using methods described in 40 CFR 261 to determine if it meets applicable definitions of hazardous wastes.

Component Waste Numbers:
No EPA Wastes Numbers are applicable for this product's components.

Disposal Instructions
In its purchased form, dispose of Wood and Wood Products by ordinary trash collection. Sawdust and construction debris should be cleaned up and disposed of after construction. Incinerate or landfill in accordance with local, state and federal regulations.


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SECTION 14 : TRANSPORT INFORMATION

3

DOT Shipping Information: This material is not a DOT hazardous material.

Canadian TDG: This product is not listed as a hazardous material


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SECTION 15 : REGULATORY INFORMATION

3

Applies to All Ingredients :

TSCA 8(b): Inventory Status:	This product complies with TSCA inventory requirements.
OSHA 29 CFR 1200:	General Product Information Wood products are not hazardous under the criteria of the Federal OSHA Hazard Communication Standard 29 CFR 1910.1200. However, wood dust generated by sawing, sanding or machining these products and formaldehyde are hazardous.
State:	California Proposition 65 provides for labeling and disclosure of the presence of chemical(s) known to the State of California to cause cancer or reproductive toxicity if ordinary use of the product will result in exposures above a no significant risk level.
Canada WHMIS:	CANADA WHMIS: This product is not a controlled product in the purchased form.
	HUD: The Department of Housing and Urban Development (HUD) Manufactured Home Construction and Safety Standard, regulation 24 CFR 3280 as amended, provides for third-party certification of all plywood, medium density fiberboard (MDF) and particleboard manufactured with urea-formaldehyde resin for formaldehyde emissions. The following formaldehyde emission levels should not be exceeded.
	Particleboard: Applications (Other Than Flooring): 0.3 ppm at a loading rate of 0.13 square feet/cubic foot Flooring (Decking/Underlayment): 0.2 ppm at a loading rate of 0.13 square feet/cubic foot
	Plywood: 0.2 ppm at a loading rate of 0.29 square feet/cubic foot
	MDF: 0.3 PPM at a loading rate of 0.08 square feet/cubic foot
	ANSI A208.2 2002 MEDIUM DENSITY FIBERBOARD (MDF): This industry consensus standard limits formaldehyde emissions from MDF to 0.3 ppm at a loading rate of 0.08 square feet/cubic foot.
	ANSI A208.1 – 1999 PARTICLEBOARD: This industry consensus standard limits formaldehyde emissions from particleboard flooring products (underlayment and manufactured home decking-MHD) to 0.2 ppm at a loading rate of 0.13 square feet/cubic foot.
	Particleboard materials used in applications (other than flooring), shall not exceed 0.03 ppm at a loading rate of 0.13 square feet/cubic foot.
	MINNESOTA: Minnesota Statutes 2003, Chapters 144.495 and 325F.181 require all UF bonded wood products used or sold in Minnesota meet the HUD Formaldehyde Emission Standard, 24 CFR Sections 3280.308 and 3280.406 for particleboard.
<u>Formaldehyde :</u>	
Section 302:	Formaldehyde is regulated under SARA Sections 302
Section 304:	Formaldehyde is regulated under SARA Sections 304
Section 313 Toxic Release Form:	Formaldehyde is regulated under SARA Sections 313.
State:	CALIFORNIA: The products covered by this MSDS contain formaldehyde and may, depending on conditions, such as temperature and relative humidity, emit formaldehyde gas. Formaldehyde gas is listed under Proposition 65 as a chemical known to the State to cause cancer. Formaldehyde gas emissions have been tested from various vendors and are below the no significant risk level and do not require warnings
Canada WHMIS:	Wood dust is classified as Class D-2-A.

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SECTION 16 : ADDITIONAL INFORMATION

3

HMIS:

Health Hazard: 1* = Slight * = Chronic Health Hazard
Fire Hazard: 1 = Slight
Reactivity: 0 = Minimal

NFPA:

Health: 1 = Slight
Fire Hazard: 1 = Slight
Reactivity: 0 = Minimal

Label Text:

WARNING!

WOOD DUST GENERATED FROM SAWING, SANDING AND MACHINING THIS PRODUCT CAN CAUSE A FLAMMABLE OR EXPLOSION HAZARD. IT MAY ALSO RELEASE SMALL QUANTITIES OF FORMALDEHYDE VAPOR

WOOD DUST MAY CAUSE LUNG, UPPER RESPIRATORY TRACT, EYE AND SKIN IRRITATION. THE INTERNATIONAL AGENCY FOR RESEARCH ON CANCER (IARC) AND THE NATIONAL TOXICOLOGY PROGRAM (NTP) LIST WOOD DUST AS A (GROUP 1) CARCINOGEN.

FORMALDEHYDE GAS MAY CAUSE IRRITATION TO THE NOSE, THROAT AS WELL AS LEAD TO RESPIRATORY DISORDERS. THE INTERNATIONAL AGENCY FOR RESEARCH ON CANCER (IARC) LISTS FORMALDEHYDE AS A (GROUP 1) CARCINOGEN AND IS INCLUDED IN THE NATIONAL TOXICOLOGY PROGRAM (NTP) ANNUAL REPORT ON CARCINOGENS.

Label Precautions:

Avoid dust contact with ignition source.
Wood dust clean up and disposal activities should be accomplished in a manner to minimize creation of airborne dust.
Avoid breathing dust.
Avoid dust contact with eyes and skin.
Store in cool, dry, well ventilated area to reduce the buildup of formaldehyde gas.

HANDLING AND STORAGE

Avoid frequently or prolonged inhalation of wood dust. Protect eyes from flying particles. Avoid contact with skin and wash exposed areas thoroughly. Change protective clothing and gloves when sign of contamination appear.

Wood products are combustible and, therefore, should not be subjected to temperatures exceeding the autoignition temperature. Water spray may be used to wet down wood dust generated by sawing, sanding or machining to reduce likelihood of ignition or dispersion of dust into the air.

Label First Aid:

If inhaled, remove to fresh air. In case of contact, flush eyes and skin with water. If irritation persists, seek medical attention.

MSDS Revision Date:

02/12/2010
Supersedes: 9/6/2006
Supersedes: 5/10/2004

MSDS Author:

For additional information, see Material Safety Data Sheets available at:
BlueLinx Corporation
Product Services
4300 Wildwood Parkway
Atlanta, GA 30339-8401

Disclaimer:

IMPORTANT: The information and data herein are believed to be accurate and have been compiled from sources believed to be reliable. It is offered for your consideration, investigation and verification. Buyer assumes all risk of use, storage and handling of the product in compliance with applicable federal, state and local laws and regulations. BLUELINX CORPORATION MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING THE ACCURACY OR COMPLETENESS OF THE INFORMATION AND DATA HEREIN. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED. BlueLinx Corporation will not be liable for claims relating to any party's use of or reliance on information and data contained herein regardless of whether it is claimed that the information and data are inaccurate, incomplete or otherwise misleading.

This Material Safety Data Sheet is being furnished for similar wood products produced by different manufacturers. Consult labels, stamps and markings on the product or packaging for the exact identity of the manufacturer.

Key/Legend:

ACGIH American Conference of Governmental Industrial Hygienists
C Ceiling Limit
CAS Chemical Abstract Services Number
CFR Code of Federal Regulations

DOT Department of Transportation
DSL Domestic Substance List
EPA Environmental Protection Agency
HEPA High Efficiency Particulate Air
HMIS Hazardous Material Identification System
IARC International Agency for Research on Cancer
NA Not Available or Not Applicable
NFPA National Fire Protection Association
NIOSH National Institute for Occupational Safety and Health
NJTSR New Jersey Trade Secret Registry
NSL Non-Domestic Substance List
NTP National Toxicology Program
OSHA Occupational Safety and Health Administration
PPE Personal Protective Equipment
STEL Short Term Exposure Limit
TLV Threshold Limit Value
TSCA Toxic Substance Control Act
TWA Time Weighted Average
WHIMS Workplace Hazardous Materials Information System

NFPA Ratings:


Hazard Scale: 0 = Minimal, 1 = Slight, 2 = Moderate, 3 = Serious, 4 = Severe

HMIS Ratings:

Hazard Scale: 0 = Minimal, 1 = Slight, 2 = Moderate, 3 = Serious, 4 = Severe, *
=Chronic Health Hazard

UF Bonded Wood Products ##3

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Pacific Wood Laminates, Inc.

P.O. Box 820 Brookings, OR 97415

Ph: (541) 469-4177 Fax: (541) 469-6153

Website: www.pwlonline.com

MSDS File #PL0233

MATERIAL SAFETY DATA SHEET

Complies with ANSI Z400.1 format

Health (* potential chronic effects)	1*
Fire Hazard 0	0
Reactivity 0	0
Personal Protection – depends on specific use	See Section 8

PRODUCTS: Phenol – Formaldehyde Bonded Plywood Products

Pacific Wood Laminates

Date of Preparation: 10/07

Section 1: General Information

Chemical Name & Synonyms: Softwood Plywood, Softwood Plywood Siding, Hardwood Plywood Siding, Medium Density Overlay

Chemical Family: Wood

Formula: Mixture

Manufacturers Name: Pacific Wood Laminates

P.O. Box 820

Brookings, Oregon 97415

For Information Contact: Quality Assurance Director
(541) 469-4177

Section 2: Composition of Ingredients

Chemical Name (Ingredients): Primary Softwood

	PERCENTAGE	OSHA PEL	OSHA STEL	ACGIH TLV-TWA	ACGIH TLV-STEL
Softwood Dust*	95 - 98%	10 mg/m ³	None	1 mg/m ³	None
Formaldehyde	Trace <0.1%	0.75 ppm	2 ppm	N/A	0.3 ppm(C)

* Wood dust except for western red cedar: 2.5 mg/m³ (OSHA) and 0.5 mg/m³ TLV

Note: OSHA = Occupational Safety & Health Administration

ACGIH = American Conference of Governmental Industrial Hygienists

PEL = Permissible Exposure Limit

TWA = Time Weighted Average

TLV = Threshold Limit Value – recommended level

STEL = Short Term Exposure Limit (15minutes)

C = Ceiling Limit, never to be exceeded

Section 3: Toxicology and Health Information

Acute: Wood dust can irritate the eyes and breathing passages. Some wood species may cause skin and respiratory irritation. The irritation is generally caused by mechanical action on the skin or mucous membranes. Chemical effects from some wood species can result in respiratory allergies. Respiratory ailments have included bronchitis, impairment of breathing functions, and asthma. Certain exotic woods contain alkaloids that can cause headache, anorexia, nausea, and difficulty with breathing. These plywood products may release very small quantities of formaldehyde in a gaseous state. Formaldehyde may be irritating to the eyes, nose, throat and skin.

Chronic: Wood dust, depending on the species, may cause allergic contact dermatitis and respiratory sensitization with prolonged, repetitive contact or exposure to elevated dust levels. Prolonged exposure to hardwood dust has been reported by some scientists to be associated with nasal cancer. Formaldehyde has been shown to cause cancer in certain laboratory animals at extreme conditions (14 ppm), far above those normally found in the workplace with this product.

Section 3: Toxicology and Health Information (Continued)

Target Organs: Eyes, skin, mucous membranes, upper respiratory tract.

Carcinogenicity Listing: NTP known to be a Human Carcinogen (10 th Report), IARC Monographs: Wood dust, Group 1 IARC

Group 1: Carcinogenic to humans; sufficient evidence of carcinogenicity.

This classification is primarily based on studies showing an association between occupational exposure to wood dust and adenocarcinoma of the nasal cavities and paranasal sinuses. IARC did not find sufficient evidence of an association between occupational exposure to wood dust and cancers of the hypopharynx, oropharynx, lymphatic and hematopoietic systems, lungs, stomach, colon or rectum.

Formaldehyde: NTP and OSHA – Probable Human Carcinogen, IARC Group 1 for sufficient evidence that formaldehyde causes nasopharyngeal, a rare cancer in humans, and "limited evidence" for cancer of nasal cavity and sinuses, and a "strong but not sufficient evidence" for leukemia. Formaldehyde offgas levels based on ASTM E133 have shown an average concentration of 0.09 ppm with a standard deviation of 0.04.

Medical Conditions That May Be Aggravated by Exposure: Wood dust may aggravate preexisting respiratory conditions or allergies. Formaldehyde may aggravate existing respiratory problems and cause allergies to susceptible persons.

Routes of Entry: Inhalation and skin contact

Section 4: Emergency First Aid

Inhalation: Remove from area to fresh air. Seek medical attention if persistent irritation, severe coughing or breathing difficulty occurs.

Eye Contact: Immediately flush eyes with copious amounts of water for at least 15 minutes. Assure adequate flushing of the eyes by separating the eyelids with fingers. Seek medical care if irritation persists.

Skin Contact: Wood dust of certain species may elicit allergic contact dermatitis in sensitized individuals and can cause mechanical irritation. Wash affected areas with soap and water. Seek medical attention if rash, irritation or dermatitis persists.

Ingestion: Not applicable under normal use.

Section 5: Fire and Explosion Hazard

Flash point (Method Used)	Flammable limits	LEL	UEL
	Not Applicable	Not Applicable	Not Applicable

Extinguishing Media: Water, carbon dioxide, sand, and chemical extinguishers.

Special Fire Fighting Procedures

Self-contained breathing apparatus (SCBA) recommended when fighting fire.

Unusual Fire & Explosion: Wood dust from sawing, sanding, or machining can be explosive in the presence of an ignition source depending on particle size and moisture content. Airborne concentrations of 40 grams per cubic meter is often used as the lower explosive limit (LEL) for wood dusts. OSHA interprets the explosive level as having no visibility within five feet or less.

Section 6: Accidental Release Measures

Steps to be Taken in Case Material is Released or Spilled: Not applicable for products in purchased form. Wood dust generated from sawing, sanding, or machining may be vacuumed or shoveled for recovery or disposal. Avoid dusty conditions and provide good ventilation. Use NIOSH/MSHA approved respiratory protection and goggles where exposure limits may be exceeded.

Section 7: Storage and Handling

Storage Precautions: No special storage precautions. Handling can result in wood splinters.

Other Precautions: Avoid repeated or prolonged inhalation of wood dust. No special handling precautions are warranted for products in purchased form.

Section 8: Exposure Controls & Personal Protection

Required Ventilation: Provide local exhaust ventilation as needed so that exposures are below exposure limits.

Respiratory Protection: Generally would not be needed for products in purchased form. Use a NIOSH/MSHA approved respirator for dust/formaldehyde when the allowable exposure limits may be exceeded.

Protective Gloves: Not required. Cloth, canvas or leather gloves are recommended for protection against mechanical irritation and wood splinters.

Eye Protection: Goggles or safety glasses are recommended when cutting, sawing, or sanding the product.

Other: None required for product in purchased form. Other protective equipment, such as gloves and outer garments, may be needed depending on dust conditions.

Section 9: Physical & Chemical Properties

Boiling Point (°F): Not applicable

Solubility in Water: Not applicable

Vapor Pressure (MM Hg): Not applicable

pH: Not applicable

% Volatiles by Volume (@70 °F(21 °C)): 0

Evaporation Rate: Not applicable

Vapor Density (air =1): Not applicable

Spec Gravity (H₂O=1): 0.400-0.80, variable depends on wood species and moisture

Section 10: Stability and Reactivity

Stability: Stable

Conditions to Avoid (Incompatibilities): Avoid contact with oxidizing agents. Avoid open flame. Product may ignite at temperatures in excess of 400 °F (204 °C).

Hazardous Decomposition Products: Carbon monoxide, carbon dioxide, aliphatic aldehydes, rosin acids, terpenes, and polycyclic aromatic hydrocarbons.

Section 11: Toxicological Information

Data not available for product in purchased form. Individual component information is listed below if available.

Wood dust (softwood or hardwood) OSHA Hazard Rating = 3.3; moderately toxic with probable oral lethal dose to humans being 0.55g/kg (about 1 pound for a 70 kg or 150 pound person)

Source: OSHA Regulated Hazardous Substances, Government Institutes, Inc., February 1990.

Section 12: Ecological Information

No information available at this time. As with all foreign substances do not allow to enter the storm drainage systems.

Section 13: Waste Disposal

Follow safe solid waste disposal guidelines in accordance with federal, state and local regulations. If disposed of or discarded in its purchased form, incineration is the preferred method. Dry land disposal is acceptable in most states. It is however, the user's responsibility to determine at the time of disposal whether your product meets RCRA criteria for hazardous waste.

Section 14: Transportation Information

Not regulated as a hazardous material by the U.S. Department of Transportation.

Section 15: Regulatory Information

It is the user's responsibility to determine what regulatory information is relevant dependant upon the usage of this product.

California's Safe Drinking Water and Toxic Enforcement Act of 1986 (Initiative Measure, Proposition 65): Title 22 California Code of Regulations requires that a clear and reasonable warning be given before exposure to chemicals listed by the State as causing cancer or reproductive toxicity. Formaldehyde and Wood Dust (as of 12/02 because of the NTP listing) are on California's list of chemicals known to the State to cause cancer.

Section 16 Other Information

HMIS Hazard Rating (0-Insignificant, 1-Slight, 2-Moderate, 3-High, 4-Extreme)

Health -- 1* (potential chronic health effects from overexposures) Flammability - 0 Reactivity - 0

Personal Protective Equipment -- Depends on use conditions see Section 8.

Disclaimer

Pacific Wood Laminates believes the information contained in this MSDS to be accurate at the time of preparation and has been compiled using sources believed to be reliable. However, Pacific Wood Laminates makes no warranty, either expressed or implied, concerning the accuracy or completeness of the information presented. It is the responsibility of the user to comply with local, state, and federal regulations concerning use of this product. It is the further responsibility of the buyer to research and understand safe methods of storing, handling and disposal of this product.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/31/2017

Page 1 of 2

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Michigan, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191		CONTACT NAME: PHONE (A/C, NO, EXT): 877-945-7378 FAX (A/C, NO): 888-467-2378 E-MAIL: certificates@willis.com ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Pennsylvania Lumbermens Mutual Insurance	
		INSURER B: Sentry Insurance a Mutual Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 25498340

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	29-U033-01-16	10/30/2016	10/30/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	29-U033-07-16	10/30/2016	10/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	29-U033-03-16	10/30/2016	10/30/2017	EACH OCCURRENCE \$ 30,000,000 AGGREGATE \$ 30,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	90-19827 01	10/30/2016	10/30/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

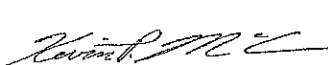
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Bid #54059-05167-057.

It is agreed that Nassau County Office of Purchasing is included as an Additional Insured as respects to General Liability, Automobile Liability and Umbrella Liability.

General Liability, Automobile Liability and Umbrella Liability policies shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insured.

CERTIFICATE HOLDER

CANCELLATION

Nassau County Office of Purchasing 1 West Street Mineola, NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Michigan, Inc.		NAMED INSURED Feldman Lumber-US LBM, LLC 1281 Metropolitan Ave. Brooklyn, NY 11237
POLICY NUMBER See First Page		
CARRIER See First Page	NAIC CODE	
		EFFECTIVE DATE: See First Page

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Waiver of Subrogation applies in favor of Additional Insured with respects to General Liability, Automobile Liability, Umbrella Liability and Workers Compensation, as permitted by law.

Notice of Cancellation applies per endorsement attached.

POLICY NUMBER:

29-U033-01-16

COMMERCIAL GENERAL LIABILITY

CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Nassau County Office of Purchasing	Blanket for all locations and operations as required by the additional insured under a written contract or agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER:
29-U033-01-16

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Nassau County Office of Purchasing	Blanket for all locations and operations as required by the additional insured under a written contract or agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Persons or Organization: Nassau County Office of Purchasing
Information required to complete this Schedule, if not shown in the Declarations.

The following is added to Paragraph 8. **Transfer of Rights of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER:
29-U033-07-16

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	Feldman Lumber-US LBM, LLC
Endorsement Effective Date:	10/30/16

SCHEDULE

Name Of Person(s) Or Organization(s): Nassau County Office of Purchasing
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVE OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	Feldman Lumber-US LBM, LLC
Endorsement Effective Date:	10/30/16

SCHEDULE

Name Of Person(s) Or Organization(s): Nassau County Office of Purchasing
Information required to complete this Schedule, If not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organizations(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy)

This endorsement effective 12:01 AM 10/30/2016 forms a part of Policy No. 90-19827 01

Issued to Specific US LBM Named Insured

By Sentry Insurance a Mutual Company

Premium Included

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

"All written contracts provided such contract was made prior to loss"

This form is not applicable in California, New Jersey, or Texas.

WC 00 03 13 Copyright 1998 National Council on Compensation Insurance
(Ed. 4/84)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NONCONTRIBUTORY
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- I. Subparagraph a. of paragraph 5, Other Insurance of Section IV - Conditions of Commercial Liability Umbrella Coverage Form CU 00 01 is deleted and replaced by the following:

a. This insurance is excess over and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to either:

- (1) Other insurance that is specifically written as excess over this Coverage Part; or
- (2) Other insurance that is both:

- (a) Issued to a Named Insured that is an additional insured under this Coverage Part as described in paragraph 3. of Section II - Who Is An Insured; and

- (b) Intended to be excess of this insurance and noncontributory with this insurance as agreed under a written contract or agreement you have made with such person or organization in paragraph (a) above.

Such insurance as is described in paragraphs (1) and (2) above shall apply in excess of the Limits of Insurance of this Coverage Part, and we will not seek contribution or indemnity from such insurance for damages to which this Coverage Part applies.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- II. Paragraph 9. Transfer of Rights of Recovery Against Others To Us under Section IV - Conditions of Commercial Liability Umbrella Coverage Form CU 00 01 is amended by the addition of the following:

We waive any right of recovery to payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract and included in the "products-completed operations hazard", subject to the following sentence. This waiver only applies to any person or organization whom you have agreed in a written contract or written agreement made prior to the date of the "occurrence" to waive your rights of recovery from such person or organization, but only for payments made under this insurance as a consequence of such contract or agreement.

POLICY NUMBER: 29-0033-01-16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FORM NAME: 30 Day Notice of Cancellation - Certificate Holders

Cancellation Terms:

Should this policy be cancelled before the expiration date, we will send 30 days notice of cancellation to the Certificate Holder, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

GU207 06-78

Original

Authorized Representative Signature

Page 1 of 1

POLICY NUMBER: 29-0033-07-16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FORM NAME: 30 Day Notice of Cancellation - Certificate Holders

Cancellation Terms:

Should this policy be cancelled before the expiration date, we will send 30 days notice of cancellation to the Certificate Holder, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

GU207 06-78

Original

Authorized Representative Signature

Page 1 of 1

NAMED INSURED
US LBM HOLDINGS LLC

ENDORSEMENT EFFECTIVE
10-30-16

POLICY NUMBER
90-19827-01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELATION-CERTIFICATE HOLDERS WORKERS
COMPENSATION

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. Such copies of the notice will be mailed as soon as practicable to the address or addresses provided by your broker or agent.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule below to any benefit, rights or protection under this policy.

Failure by us to provide this notice of cancellation to the person(s) or organization(s) listed or described in the Schedule below will not impose liability of any kind upon us.

Any of these provisions that conflict with a law that controls the notice of cancellation of the insurance in this endorsement is changed by this statement to comply with the law.

SCHEDULE

Person(s) or Organization(s) including mailing address:

PER THE LISTING OF CERTIFICATE HOLDERS PROVIDED BY THE BROKER UPON OUR REQUEST.

All other terms and conditions of this policy remain unchanged.

WC 99 06 72 09 11

US 90-19827-01 00 141

Page 001



FORMAL BID RECOMMENDATION

BID NUMBER: 54059-05167-057

OPEN: May 16, 2107


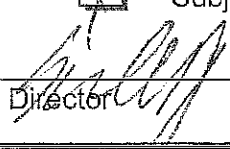
TITLE: PLYWOOD

DATE: May 18, 2017

TO: Kimberly Stanton, Buyer FROM: ADMINISTRATION

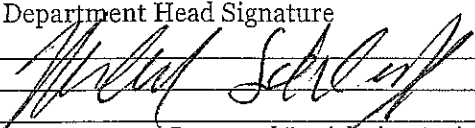
PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD.

FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

		Bid Results
		Bidder
<p>Date: May 18, 2017</p> <p>To: Supervisor From: Kimberly Stanton, Buyer</p> <p>List of recommended awards in accordance with the attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.</p> <p> Buyer</p>	Item	
	001	Recommend that an award be given to Feldman Lumber as the lowest responsible bidder meeting specifications and bid terms.
<p>Date: _____</p> <p>To: Director From: Supervisor</p> <p><input type="checkbox"/> <input type="checkbox"/></p> <p>Concur Disagree (See Reverse)</p>		
<p>Date: <u>5/18/17</u></p> <p>To: Buyer From: Director</p> <p><input checked="" type="checkbox"/> Approved for Award</p> <p><input type="checkbox"/> Hold award pending discussion</p> <p><input checked="" type="checkbox"/> Subject to Legislature Approval</p> <p> Director</p>		

A-32-17

Staff Summary A-32-2017

Subject: Drywall, Studs & Accessories (S/B # 54081-05257-063)
Department: Office of Purchasing
Department Head Name: Eric C. Naughton
Department Head Signature 

Date: May 26, 2017
Vendor Name: Feldman Lumber US-LBL, LLC
Contract Number: A-32-2017
Contract Manager Name: Kimberly Stanton

Proposed Legislative Action					
	To	Date	Approval	Info	Other
	Assgn Comm				
	Rules Comm				
	Full Leg				

Internal Approvals			
Date & Init.	Approval	Date & Init.	Approval
	Dept. Head	4/26/17	Counsel to C.E.
	Budget	4/26/17	County Atty.
4/23/17 Eln	Deputy C.E.	4/23/17 Eln	County Exec.

Narrative

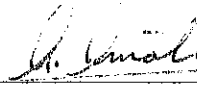
Purpose: To award and execute a blanket purchase order for drywall, studs & accessories to Feldman Lumber US-LBL, LLC. for the Nassau County Department of Public Works.

Discussion: This solicitation was advertised in Newsday and posted to the Nassau County Bid Solicitation Board where nine (9) vendors viewed the bid, of which two (2) vendors are a minority type, and one (1) a woman/minority owned business. Minority Affairs was given a copy of the bid. Three (3) vendors submitted bids.

Feldman Lumber US-LBL, LLC, located in Brooklyn, New York, submitted a bid for all sixty-nine (69) items.

Impact on Funding: Estimated annual usage will be Two Hundred Seventy-Five Thousand Dollars (\$275,000.00) from general funds.

Recommendation: Office of Purchasing recommends awarding a blanket purchase order to Feldman Lumber US-LBL, LLC as the lowest responsible bidder meeting specifications.

APPROVED:  4/5/17

2017 JUN 26 4 08 17

RECEIVED
NASSAU COUNTY
ADMINISTRATIVE

A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND FELDMAN LUMBER US-LBL, LLC.

WHEREAS, the County of Nassau on behalf of the NASSAU COUNTY OFFICE OF PURCHASING has received competitive bids 54081-05257-063 for drywall, studs & accessories for the Nassau County Department of Public Works as more particularly described in the bid document; and

WHEREAS, the Director is representing to the Rules Committee that the firm, FELDMAN LUMBER US-LBL, LLC submitted the lowest responsible bid and meets all specifications for the product described in the said contract as determined by the Director of the Office of Purchasing.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Director, Office of Purchasing to award and execute the said Blanket Purchase Order with FELDMAN LUMBER US-LBL, LLC.

COUNTY OF NASSAU
INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE

A-32-2017

FROM: ERIC NAUGHTON, DEPUTY COUNTY EXECUTIVE-FINANCE

DATE: MAY 26, 2017

SUBJECT: RESOLUTION-NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO AUTHORIZE AN AWARD AND TO EXECUTE A BLANKET PURCHASE ORDER IN THE ESTIMATED ANNUAL AMOUNT OF TWO HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$275,000.00) ON BEHALF OF NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS TO FELDMAN LUMBER US-LBL, LLC WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS TO PROVIDE DRYWALL, STUDS & ACCESSORIES FOR NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS.

THE ABOVE DESCRIBED DOCUMENT ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW AND APPROVAL AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.



ERIC NAUGHTON

DEPUTY COUNTY EXECUTIVE-FINANCE

MS: br

- ENCL:
- (1) STAFF SUMMARY
 - (2) DISCLOSURE STATEMENT
 - (3) RESOLUTION
 - (4) BID SUMMARY
 - (5) BID PROPOSAL
 - (6) CERTIFICATE OF LIABILITY INSURANCE
 - (7) RECOMMENDATION OF AWARD
 - (8) POLITICAL CONTRIBUTION FORM





COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

None

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 5-23-17

Vendor: FRLOMAN BERMAN CS-CBTL LLC

Signed: [Signature]

Print Name: Kenneth Blumberg

Title: President

Page 1 of 4

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission; or to otherwise engage in lobbying activities as the term is defined herein. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

None

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

None

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

[Signature]
BIDDER

HGR
TITLE

Page 2 of 4

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See page 4 for a complete description of lobbying activities.

None

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

None

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

[Signature]
BIDDER

None
TITLE

Page 3 of 4

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, @018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NONE

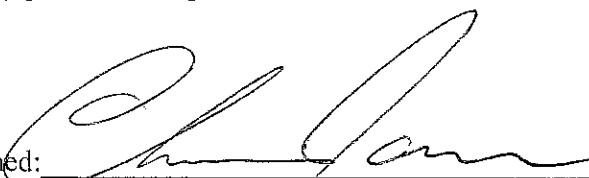
I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of the retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 5-22-17

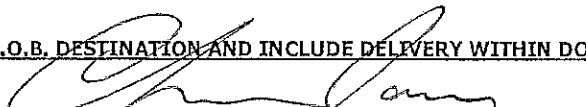
Signed: 

Print Name: CHRISTOPHER M. DEBB

Title: MANAGER

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TITLE

Page 4 of 4:

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television station owners and employees thereof, provided that their activities in connection with proposed legislation, rules regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rules-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

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BIDDER

TITLE

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name ISRAEL BLUMBERG
Date of birth 8/25/66
Home address 1036 PARR AVE
City/state/zip NEW YORK NY 10028
Business address 1281 METROPOLITAN AVE
City/state/zip BROOKLYN NY 11237
Telephone 718 286 7777
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President 6/1/14 Treasurer _____
Chairman of Board _____ Shareholder _____
Chief Exec. Officer _____ Secretary _____
Chief Financial Officer _____ Partner _____
Vice President _____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES _____ NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES _____ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES _____ NO X; If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES _____ NO X If Yes, provide details.

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[Signature]
BIDDER

[Signature]
TITLE

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES _____ NO X If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES _____ NO X If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES _____ NO X If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES _____ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES _____ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES _____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES _____ NO X If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES _____ NO X If Yes, provide details for each such conviction.
 - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES _____ NO X If Yes, provide details for each such conviction.
 - f) In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES _____ NO X If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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BIDDER

TITLE

local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

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BIDDER


TITLE

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, KEANATH BLUMBERG, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 20 day of JUNE 2017

Viola Morris
Notary Public

VIOLA MORRIS
Notary Public, State of New York
No. 01MO6114585
Qualified In Nassau County
Term Expires Aug. 23, 2020

FELDMAN LUMBER US, LLC
Name of submitting business

KEANATH BLUMBERG
Print name

[Signature]
Signature

PRESIDENT
Title

6/20/2017
Date

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

[Signature]
BIDDER

KEANATH BLUMBERG
TITLE

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none". No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 5-77-17

1) Proposer's Legal Name: FELDMAN LUMBER USL BULL C

2) Address of Place of Business: 1281 METROPOLITAN AVE BROOKLYN NY 11237

List all other business addresses used within last five years:

HOH2

3) Mailing Address (if different): _____

Phone: 718 786-2221

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: 47-1346134

6) The proposer is a (check one): Sole Proprietorship _____ Partnership _____ Corporation ☒ Other _____
(Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes _____ No ☒ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes _____ No ☒ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes _____ No ☒ If Yes, provide details: _____

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

[Signature]
BIDDER

[Signature]
TITLE

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No ☒ If Yes, provide details for each such investigation. _____
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ☒ If Yes, provide details for each such investigation. _____
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ___ No ☒ If Yes, provide details for each such charge. _____
- b) Any misdemeanor charge pending? Yes ___ No ☒ If Yes, provide details for each such charge. _____
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No ☒ If Yes, provide details for each such conviction _____
- d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
Yes ___ No ☒ If Yes, provide details for each such conviction. _____

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TITLE

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No X If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ___ No X; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO CONFLICT EXISTS

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO CONFLICT EXISTS

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO CONFLICT EXISTS

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

IF A CONFLICT OF INTEREST SHOULD ARISE, GUIDANCE WILL BE SOUGHT FROM THE COUNTY

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation;

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BIDDER

TITLE



Feldman Lumber – US LBM, LLC

Corporate Office:

1281 Metropolitan Avenue, Brooklyn, NY 11237
(718) 786-7777 • (718) 628-7777 • FAX (718) 472-3575

Branch Locations:

251 East Shore Rd. • Great Neck, NY 11023
(516) 487-1400 • (516) 365-6464 • FAX (516) 487-1498

58-30 57TH ST. • Maspeth, NY 11378
(718) 418-7777 • FAX (718) 418-6773

100 Dale Avenue • Paterson, NJ 07501
(973) 910-2600 • FAX (973) 910-2699

- i) Date of formation ; July 14,2014
- ii) US LBM Holdings, LLC ("US LBM") a Delaware Limited Liability Company, with its principal place of business at 1000 Corporate Grove Drive, Buffalo Grove, IL 60089 (see www.uslbm.com). This is a holding company that will not take part in the performance of this contract.
- iii) 1) Kenneth Blumberg : President and General Manager 1281 Metropolitan Ave., Brooklyn, NY 11237
- iv) New York
- v) 214
- vi) 206 Million
- vii) Feldman Lumber, in various forms, has been in business for over 100 years. We provide lumber and building materials to private and public sector customers in the New York Metro and Tri County area. We have fifty trucks for deliveries and an unsurpassed inventory. We have contracts with NYC, Westchester County, Town of Hempstead, Nassau Boces, Western Suffolk Boces and many other municipalities.
- viii) N/A

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
54081-05257-063

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Town of Hempstead
Contact Person GARY J PARISI
Address 350 FRONT ST.
City/State Hempstead, NY 11550
Telephone 516 489-5000
Fax # 516 483-6353
E-Mail Address _____

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TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
54081-05257-063

Company BOLTON NASSAU COUNTY
Contact Person ROBERT T WARDLKEH
Address 71 CLINTON RD
City/State GRAM CITY, NY 11530
Telephone 516 396-2544
Fax # 516 997-1053
E-Mail Address RWARDLKEH@HRS BOLTON.ORG

Company BOLTON NASSAU SUPPLY
Contact Person LORRAINE HAIN
Address 507 DEER PARK ROAD
City/State HUNTINGTON STATION, NY 11746
Telephone 631 5494900 x792
Fax # 631 673-4973
E-Mail Address PURCHASING@BNS BOLTON.ORG

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BIDDER

TITLE

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, CHRISTOPHER JONES, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 19 day of MAY 2017

Viola Morris
Notary Public

VIOLA MORRIS
Notary Public, State of New York
No. 01MO6114585
Qualified in Nassau County
Term Expires Aug. 23, 2020

Name of submitting business: FELDMAN LUMBER US-LBM, LLC

By: CHRISTOPHER JONES
Print name
[Signature]
Signature

MANAGER
Title

5, 19, 17
Date

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BIDDER SIGN HERE

[Signature]
BIDDER

MAN
TITLE

Page 1 of 4

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: FELDMAN LUMMAN US LPM LLC
Address: 1281 METROPOLITAN AVE
City, State and Zip Code: BROOKLYN NY 11237
2. Entity's Vendor Identification Number: 47-1346134

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☒ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

KAREN BLUMBERG 1036 PARK AVE, NY, NY 10028 PRESIDENT

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

KAREN BLUMBERG 1036 PARK AVE, NY NY 10028

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BIDDER

TITLE

Page 2 of 4

6. List all affiliated and related companies and their relationship to the firm entered on line 1, above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

US LBT HOLDINGS, LLC IS A HOLDING
COMPANY THAT WILL NOT TAKE PART IN THE
PERFORMANCE OF THIS CONTRACT.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

NONE

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14

TITLE

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 5/22/17

Signed: [Signature]
Print Name: CHRISTOPHER SCHER

Title: MANAGER

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BIDDER SIGN HERE

[Signature]
BIDDER

None
TITLE

Page 4 of 4:

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

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BIDDER

TITLE

OFFICE OF PURCHASING
SUMMARY OF BIDS
OPENED: MAY 26, 2017 AT 11 A.M.
BID NO: 54081-05257-063
REQ. NO: N/A
TITLE: DRYWALL, STUDS & ACCESS

ITEM #	ARTICLE			UNIT	1	2	3	4	5	6
42	WALL STUD & ACCESSORIES	GALV IRON	16 1 1/2"	FT	0.60	0.345	0.67			
43	WALL STUD & ACCESSORIES	FURRING CHANNEL	25 7/8"	FT	0.48	0.215	0.22			
44	WALL STUD & ACCESSORIES	FURRING CHANNEL	25 1 1/2"	FT	NB	0.31	0.33			
45	WALL STUD & ACCESSORIES	FURRING CHANNEL	22 7/8"	FT	0.55	0.33	NB			
46	WALL STUD & ACCESSORIES	FURRING CHANNEL	22 1 1/2"	FT	NB	0.48	NB			
47	WALL STUD & ACCESSORIES	FURRING CHANNEL	20 7/8"	FT	0.54	0.33	0.35			
48	WALL STUD & ACCESSORIES	FURRING CHANNEL	20 1 1/2"	FT	NB	0.48	0.53			
49	DRAYWALL TRIM	J BEAD	3/8"	FT	0.30	0.12	NB			
50	DRAYWALL TRIM	J BEAD	1/2"	FT	0.35	0.12	0.13			
51	DRAYWALL TRIM	J BEAD	5/8"	FT	0.40	0.12	0.13			
52	DRAYWALL TRIM	J BEAD	1/4"	FT	NB	0.12	NB			
53	DRAYWALL TRIM	J BEAD	3/4"	FT	NB	0.14	NB			
54	DRAYWALL TRIM	J BEAD	7/8"	FT	NB	0.20	NB			
55	DRAYWALL TRIM	J BEAD	1"	FT	NB	0.20	NB			
56	DRAYWALL TRIM	SHADOW J BEAD	1/2"	FT	NB	0.13	NB			
57	DRAYWALL TRIM	SHADOW J BEAD	5/8"	FT	NB	.13	NB			
58	DRAYWALL TRIM	MUD ON J	1/2"	FT	NB	0.13	NB			
59	DRAYWALL TRIM	MUD ON J	5/8"	FT	NB	0.16	NB			
60	DRAYWALL TRIM	AS L BEAD	1/4"	FT	NB	0.15	NB			
61	DRAYWALL TRIM	AS L BEAD	3/8"	FT	NB	0.15	NB			
62	DRAYWALL TRIM	AS L BEAD	1/2"	FT	NB	0.15	NB			
63	DRAYWALL TRIM	AS L BEAD	5/8"	FT	NB	0.15	NB			
64	DRAYWALL TRIM	AS L BEAD	1"	FT	NB	0.27	NB			
65	DRAYWALL TRIM	AS L BEAD	1 1/4"	FT	NB	0.27	NB			
66	DRAYWALL TRIM	AS L BEAD	7/8"	FT	NB	0.27	NB			
67	DRAYWALL TRIM	RIGID CORNER BEAD		FT	NB	0.17	NB			
68	DRAYWALL TRIM	MS 350 BULL BEAD		FT	NB	0.24	NB			
69	DRAYWALL TRIM	MS BULLNOSE BEAD	3/4"	FT	NB	0.23	NB			
PREPARED BY				TERMS	NET	1%	NET	NET	NET	NET

[illegible]

Claudia Colasurdo hereby certifies that the bids listed above were opened at the time place specified therein and that the above is a correct transcription from all original bids received.

PUBLIC BID OFFICER

OFFICE OF PURCHASING

SUMMARY OF BIDS

OPENED: MAY 26, 2017 AT 11 A.M.

BID NO: 54081-05257-063


REQ. NO: N/A

TITLE: DRYWALL, STUDS & ACCESSORIES

ITEM #	ARTICLE			UNIT	PIONEER BUILDING MATERIALS CORP.	FELDMAN LUMBER	OZON PARK LUMBER			
1	2	3	4	5	6	7	8	9	10	11
1	DRYWALL	REGULAR	1/4"	SQFT	11.99	0.26	0.33			
2	DRYWALL	REGULAR	3/8"	SQFT	11.99	0.26	0.33			
3	DRYWALL	REGULAR	1/2"	SQFT	12.99	0.26	0.33			
4	DRYWALL	REGULAR	5/8"	SQFT	13.99	0.285	0.34			
5	DRYWALL	MOLD RESISTANT	1/2"	SQFT	14.99	0.34	0.40			
6	DRYWALL	MOLD RESISTANT	5/8"	SQFT	15.99	0.35	0.42			
7	DRYWALL	MOSITURE RESISTANT	1/2"	SQFT	14.99	0.34	0.40			
8	DRYWALL	MOSITURE RESISTANT	5/8"	SQFT	15.99	0.35	0.42			
9	DRYWALL	FIRE CODE	5/8"	SQFT	13.99	0.285	0.34			
10	DRYWALL	WONDERBOARD	7/16"	SQFT	14.95	0.64	NB			
11	DRYWALL	WONDERBOARD	1/4"	SQFT	12.99	0.64	NB			
12	WALL STUD & ACCESSORIES	STUD	25 1 5/8"	FT	0.30	0.22	0.23			
13	WALL STUD & ACCESSORIES	STUD	25 2 1/2"	FT	0.36	0.255	0.27			
14	WALL STUD & ACCESSORIES	STUD	25 3 5/8"	FT	0.48	0.305	0.33			
15	WALL STUD & ACCESSORIES	STUD	25 4"	FT	NB	0.33	0.36			
16	WALL STUD & ACCESSORIES	STUD	25 6"	FT	NB	0.41	0.46			
17	WALL STUD & ACCESSORIES	STUD	22 1 5/8"	FT	0.38	0.255	NB			
18	WALL STUD & ACCESSORIES	STUD	22 2 1/2"	FT	0.45	0.305	NB			
19	WALL STUD & ACCESSORIES	STUD	22 3 5/8"	FT	0.50	0.355	NB			
20	WALL STUD & ACCESSORIES	STUD	22 4"	FT	NB	0.41	NB			
21	WALL STUD & ACCESSORIES	STUD	22 6"	FT	NB	0.51	NB			
22	WALL STUD & ACCESSORIES	STUD	20 1 5/8"	FT	0.42	0.255	0.27			
23	WALL STUD & ACCESSORIES	STUD	20 2 1/2"	FT	0.48	0.305	0.33			
24	WALL STUD & ACCESSORIES	STUD	20 3 5/8"	FT	0.54	0.355	0.40			
25	WALL STUD & ACCESSORIES	STUD	20 4"	FT	NB	0.41	0.47			
26	WALL STUD & ACCESSORIES	STUD	20 6"	FT	NB	0.51	0.58			
27	WALL STUD & ACCESSORIES	TRACK	25 1 5/8"	FT	0.30	0.218	0.23			
28	WALL STUD & ACCESSORIES	TRACK	25 2 1/2"	FT	0.36	0.253	0.27			
29	WALL STUD & ACCESSORIES	TRACK	25 3 5/8"	FT	0.48	0.303	0.33			
30	WALL STUD & ACCESSORIES	TRACK	25 4"	FT	NB	0.328	0.36			
31	WALL STUD & ACCESSORIES	TRACK	25 6"	FT	NB	0.408	0.42			
32	WALL STUD & ACCESSORIES	TRACK	22 1 5/8"	FT	0.38	0.253	NB			
33	WALL STUD & ACCESSORIES	TRACK	22 2 1/2"	FT	0.45	0.303	NB			
34	WALL STUD & ACCESSORIES	TRACK	22 3 5/8"	FT	0.50	0.353	NB			
35	WALL STUD & ACCESSORIES	TRACK	22 4"	FT	NB	0.408	NB			
36	WALL STUD & ACCESSORIES	TRACK	22 6"	FT	NB	0.508	NB			
37	WALL STUD & ACCESSORIES	TRACK	20 1 5/8"	FT	0.42	0.253	0.27			
38	WALL STUD & ACCESSORIES	TRACK	20 2 1/2"	FT	0.45	0.303	0.33			
39	WALL STUD & ACCESSORIES	TRACK	20 3 5/8"	FT	0.54	0.353	0.40			
40	WALL STUD & ACCESSORIES	TRACK	20 4"	FT	NB	0.408	0.46			
41	WALL STUD & ACCESSORIES	TRACK	20 6"	FT	NB	0.508	0.58			

[illegible]

FORMAL SEALED BID PROPOSAL

	STATE OF NEW YORK		BID NUMBER 54081-05257-063
	COUNTY OF NASSAU BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501 OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM		Dated: 05/11/17
			BID OPENING DATE 05/25/17 11:00 A.M. E.D.S.T AM
BUYER Kimberly Stanton	TELEPHONE: 516-571-6679		REQUISITION NUMBER

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: DRYWALL, STUDS AND ACCESSORIES

- ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF 1 PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HERewith PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO:

Various Nassau County Agencies

GUARANTEED DELIVERY DATE

21 DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER

47-1346134

TOLL FREE TELEPHONE NUMBER:

BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER <u>FELOMAN LUMBER US-LBM LLC</u>			
ADDRESS <u>1281 METROPOLITAN AVE</u>			
CITY <u>BROOKLYN</u>	STATE <u>NY</u>	ZIP CODE <u>11237</u>	TELEPHONE <u>718-786-7777</u>
SIGNATURE OF AUTHORIZED INDIVIDUAL <u>[Signature]</u>		PRINT OR TYPE NAME OF SIGNER AND TITLE <u>CHRISTOPHER JONES, PROPRIETOR</u>	

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSED BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS.

BID TERMS AND CONDITIONS

1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.

4. PRICES The provisions of the New York State Fair Trade Law (Fedor-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
5. SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION**Exposure Guidelines**

	Exposure Limits	
Component	OSHA PEL (mg/m3)	ACGIH TLV (mg/m3)
Portland Cement	15 ^(T) 5 ^(R)	10 ^(T)
High Alumina Cement	10 ^(T) 5 ^(R)	10 ^(T)
Pozzolan		
Sand		
Naphthalene Sulfonate		
Crystalline Silica (Quartz)	0.1 ^(R)	0.025 ^(R)
Fiberglass Scrim	15 ^(T) 5 ^(R)	1 f/cc ^(R)

T- Total Dust

- Respirable Dust

Engineering Controls

- Work/Hygiene Practices: The score and snap method of cutting is recommended. Sawing, drilling or machining will produce dust.
- Ventilation: Provide local and general exhaust ventilation to maintain a dust level below the PEL/TLV.
- Utilize wet methods, when appropriate, to reduce generation of dust.

Personal Protective Equipment

- Respiratory Protection: A NIOSH approved particulate respirator is recommended in poorly ventilated areas or if the PEL/TLV is exceeded. OSHA's 29 CFR 1910.134 (Respiratory Protection Standard) must be followed whenever work conditions require respirator use.
- Eye Protection: Safety glasses or goggles.
- Skin: Gloves, protective clothing and/or barrier creams may be utilized if conditions warrant.

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance: Gray color
 Odor: Low to none
 Physical State: Solid
 Ph: ~12
 Solubility (H2O): Slight
 Boiling, Freezing, Melting Point: Not Applicable
 Decomposition Temperature: Not Applicable
 Vapor pressure: Not Applicable
 Vapor density: Not Applicable
 Volatile organic compounds (VOC) content: None

Flammability: Not Applicable
 Flash Point: Not Applicable
 Upper/Lower explosive limits: Not applicable
 Auto-ignition temperature: Not Applicable
 Partition coefficient: n-octanol/water: Not applicable
 Evaporation rate: Not Applicable
 Molecular weight: mixture
 Molecular formula: Not applicable
 Specific Gravity: ~1.2
 Bulk Density: ~73 lbs/ft³

10. STABILITY AND REACTIVITY

Chemical stability: Stable in dry environments.

Conditions to avoid: Contact with strong acids

Incompatibility: None

Hazardous decomposition: None known

Hazardous polymerization: Will not occur.

11. TOXICOLOGICAL INFORMATION**Human Data**

There is no information on toxicokinetics, metabolism and distribution.

There have been reports of irritation and burns to mucus membranes of the eyes and respiratory tract upon acute exposure to dusts in excess of the recommended limits.

Chronic exposure to crystalline silica (a naturally occurring contaminant) in the respirable size has been shown to cause silicosis, a debilitating lung disease. In addition, the International Agency for Research on Cancer (IARC) classifies crystalline silica inhaled in the form of quartz or cristobalite from occupational sources as carcinogenic to humans, Group 1. The National Toxicology Program (NTP) classifies respirable crystalline silica as a substance which may be reasonably anticipated to be a carcinogen. OSHA does not regulate crystalline silica as a human carcinogen. Industrial hygiene monitoring to date has not identified any detectable respirable crystalline silica in dust sampling conducted during gypsum panel installation utilizing recommended procedures.

Animal Data

LD₅₀ and LC₅₀ data not available.

12. ECOLOGICAL INFORMATION

This product could be toxic to fish due to its high alkalinity from the portland cement. No studies are available.

13. DISPOSAL CONSIDERATIONS

- Dispose of according to Local, State, Federal, and Provincial Environmental Regulations.
- Recycle if possible.

14. TRANSPORT INFORMATION

- This product is not a DOT hazardous material
- Shipping Name: Same as product name
- ICAO/IATA/IMO: Not applicable

15. REGULATORY INFORMATION

All ingredients are included on the TSCA inventory.

Federal Regulations

SARA Title III: Not listed under Sections 302, 304, and 313

CERCLA: Not listed

RCRA: Not listed

OSHA: Dust and potential respirable crystalline silica generated during product use may be hazardous.

15. Regulatory Information (Continued)**State Regulations**

California Prop 65: Respirable crystalline silica is known to the state of California to cause cancer. Industrial hygiene monitoring during recommended use of this product failed to identify any respirable crystalline silica.

Canada WHMIS

All components of this product are included in the Canadian Domestic Substances List (DSL).
Crystalline silica: WHMIS Classification D2A

16. OTHER INFORMATION**MSDS Revision Summary**

Effective Date Change: 5/22/06

Supersedes: 1/26/04

Format Changes: ANSI Z400.1-2004

Key/Legend

ACGIH	American Conference of Governmental Industrial Hygienists
CAS	Chemical Abstract Services Number
CFR	Code of Federal Regulations
DOT	Department of Transportation
EPA	Environmental Protection Agency
HEPA	High Efficiency Particulate Air
HMIS	Hazardous Material Identification System
IARC	International Agency for Research on Cancer
IATA	International Air Transport Association
ICAO	International Civil Aviation Organization
IMO	International Maritime Organization
NIOSH	National Institute for Occupational Safety and Health
NFPA	National Fire Protection Association
NTP	National Toxicology Program
OSHA	Occupational Safety and Health Administration
PEL	Permissible Exposure Limit
PPE	Personal Protective Equipment
TLV	Threshold Limit Value
TSCA	Toxic Substance Control Act
TWA	Time Weighted Average
WHMIS	Workplace Hazardous Materials Information System

The information and recommendations contained herein are based upon data believed to be correct. However, no guarantee or warranty of any kind expressed or implied is made with respect to the information contained herein. This material safety data sheet was prepared to comply with the OSHA Hazard Communication Standard (29 CFR 1910.1200) and with the Workplace Hazardous Materials Information System (WHMIS).

Disclaimer of Liability:

As the conditions or methods of use are beyond our control, we do not assume any responsibility and expressly disclaim any liability for any use of the material. Information contained herein is believed to be true and accurate, but all statements or suggestions are made without any warranty, express or implied, regarding accuracy of the information, the hazards connected with the use of the material, or the results to be obtained for the use thereof.



Material Safety Data Sheet

Gold Bond® BRAND Wallboard Products

MSDS No: GB-1501

Page 1 of 7

Date: May 22, 2006

Supersedes Date: January 26, 2004

1. PRODUCT AND COMPANY INFORMATION

Manufacturer Information:

National Gypsum Company
2001 Rexford Road
Charlotte, NC 28211

For Emergency Product Information Call:

Director Quality Services
(704) 551-5820 - 24 Hour Emergency Response
Website: www.nationalgypsum.com

Product Name

½" Gypsum Wallboard – Square Edge
½" Gypsum Wallboard – Tapered Edge
¾" Gypsum Wallboard – Tapered Edge
3/8" Gypsum Wallboard – Tapered Edge
½" FS C Gypsum Wallboard
5/8" Fire-Shield® Gypsum Wallboard
5/8" Fire-Shield® C Gypsum Wallboard
½" Foll Back Gypsum Wallboard
5/8" FS Foll Back Gypsum Wallboard
Gypsum Board Reclaim

Product Name

½" High Strength Ceiling Board
½" MR® (Moisture Resistant) Gypsum Wallboard
½" FS C MR® Gypsum Wallboard
5/8" Fire-Shield® MR® Gypsum Wallboard
¾" High Flex® Gypsum Wallboard
5/8" Hi-Abuse® Gypsum Wallboard
½" Sta-Smooth® Gypsum Wallboard
½" FS C Sta-Smooth® Gypsum Wallboard
5/8" FS Sta-Smooth® Gypsum Wallboard
½" Durabase® Gypsum Wallboard
5/16" Durabase® Gypsum Wallboard

Use: Gypsum Wallboard products are designed for specific applications that require properties such as: fire resistance, moisture resistance, abrasion resistance, sag resistance and other properties required for applications in walls and ceiling assemblies.

Generic Descriptions: Article Composite. Fire resistant and/or moisture resistant gypsum core encased in paper on front and back sides.

2. HAZARDS IDENTIFICATION

Appearance and Odor: A gypsum core wrapped with paper. Surface finish will vary with product. No odor.

Contains no asbestos. HMIS Hazard Class No. 1, 0, 0.

Emergency Overview

Gold Bond® BRAND Wallboard Products do not present an inhalation, ingestion, or contact health hazard unless subjected to operations such as sawing, sanding or machining which result in the generation of airborne particulate. This product contains quartz (crystalline silica) as a naturally occurring contaminant. It is recommended that a NIOSH approved particulate respirator be worn whenever working with this product results in airborne dust exposure exceeding the prescribed limits.
(See Section 11 - Toxicological Information)

2. HAZARDS IDENTIFICATION (CONTINUED)**OSHA Regulatory Status**

While this material is not considered hazardous by the OSHA Hazard Communication Standard (29CFR 1910.1200), this MSDS contains valuable information critical to the safe handling and proper use of the product. This MSDS should be retained and available for employees and other users of this product.

Potential Health Effects

Primary Routes of Entry: Inhalation, Dermal contact

Target Organs: Respiratory system, skin, eyes.

Inhalation: Acute exposure to airborne dust concentrations in excess of the PEL/TLV may result in coughing, dyspnea, wheezing, general irritation of the nose, throat, and upper respiratory tract, and impaired pulmonary function. Chronic exposures may result in lung disease (silicosis and/or lung cancer). (See Section 11 - Toxicological Information)

Exposures to respirable crystalline silica have not been documented during normal use of this product. However, good housekeeping practices and industrial hygiene monitoring is recommended when the potential for significant exposure exists.

Skin Contact: Continued and prolonged contact may result in dry skin. Contact with dust or glass fibers may produce itching, rash and/or redness. Repeated or prolonged exposure may result in dermatitis.

Eye Contact: Direct contact may cause mechanical irritation.

Ingestion: No known adverse effects. May result in obstruction or temporary irritation of the digestive tract.

3. COMPOSITION/INFORMATION ON INGREDIENTS

<u>Component</u>	<u>CAS-Number</u>	<u>Weight Percent</u>
Calcium Sulfate Dihydrate (Gypsum)	10101-41-4	85-95
Crystalline Silica (Quartz)	14808-60-7	<5
Cellulose (Paper Fiber)	9004-34-6	5-15
And may contain:		
Fiberglas, synthetic, vitreous, continuous	65997-17-3	<1%

4. FIRST AID MEASURES

- **Inhalation:** Remove exposed individual to fresh air immediately. If breathing difficulty persists, seek medical attention.
- **Skin:** Flush and wash skin with soap and water. Utilize lotions to alleviate dryness if present. Seek medical attention if irritation persists.
- **Eye:** Immediately flush eyes with water for 15 minutes. Remove contact lenses (if applicable). Seek medical attention if irritation persists.
- **Ingestion:** Gypsum is non-hazardous and no harmful effects are expected upon ingestion of small amounts. Larger amounts may cause abdominal discomfort or possible obstruction of the digestive tract. Seek medical attention if problems persist.

5. FIRE FIGHTING MEASURES**Flammable Properties**

- Not flammable or combustible
- NFPA Hazard Class No: 1/0/0

Extinguishing media

- Dry chemical, foam, water, fog or spray

Protection of firefighters

- Standard protective equipment and precautions

Fire and Explosion Hazards

- None

Hazardous Combustion Products

- None
- Above 1450°C, material can decompose and release sulfur dioxide (SO₂) and oxides of carbon.

6. ACCIDENTAL RELEASE MEASURES

Not applicable, as product is an article composite.

General recommendations:

- Wear appropriate Personal Protective Equipment. (See Section 8)
- Maintain proper ventilation.
- Pick-up larger pieces to avoid a tripping hazard. Return large pieces of damaged/scraped material for recycling. Sweep or vacuum remaining material into a waste container for disposal. Use a light water spray to minimize dust generation.
- Waste material is not a hazardous waste. Dispose of in accordance with applicable federal, state, and local regulations.

7. HANDLING AND STORAGE

- Avoid contact with eyes, skin and clothing.
- Wear recommended personal protective equipment when handling. (See Section 8)
- Avoid breathing dust.
- Minimize generation of dust.
- Utilize proper lifting techniques when moving product and employ mechanical/ergonomic assistance when possible (i.e. move with forklifts, hold in place with lifts) to minimize the risk of back injury.
- Store material in a cool, dry, ventilated area.
- Store panels flat to minimize damage and warping.
- Do not stack panels too high when storing to minimize the risk of falling.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION**Exposure Guidelines**

	Exposure Limits	
Component	OSHA PEL (mg/m ³)	ACGIH TLV (mg/m ³)
Calcium Sulfate Dihydrate (Gypsum)	15 ^(T) 5 ^(R)	10 ^(T)
Crystalline Silica (Quartz)	0.1 ^(R)	0.025 ^(R)
Cellulose (Paper Fiber)	15 ^(T) 5 ^(R)	10 ^(T)
Fiberglas, synthetic, vitreous, continuous	15 ^(T) 5 ^(R)	1 f/cc ^(R)

T-Total Dust

R-Respirable Dust

Engineering Controls

- Work/Hygiene Practices: The score and snap method of cutting is recommended. Sawing, drilling or machining will produce dust.
- Ventilation: Provide local and general exhaust ventilation to maintain a dust level below the PEL/TLV.
- Utilize wet methods, when appropriate, to reduce generation of dust.

Personal Protective Equipment

- Respiratory Protection: A NIOSH approved particulate respirator is recommended in poorly ventilated areas or if the PEL/TLV is exceeded. OSHA's 29 CFR 1910.134 (Respiratory Protection Standard) must be followed whenever work conditions require respirator use.
- Eye Protection: Safety glasses or goggles.
- Skin: Gloves, protective clothing and/or barrier creams may be utilized if conditions warrant.

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance: Paper faced gypsum boards with white/gray core
Odor: None
Physical State: Solid
Ph: ~7
Solubility (H₂O): 2.1 g/L @ 20°C
Boiling, Freezing, Melting Point: Not Applicable
Decomposition Temperature: 1450°C
Vapor pressure: Not Applicable
Vapor density: Not Applicable
Volatile organic compounds (VOC) content: None

Flammability: Not Applicable
Flash Point: Not Applicable
Upper/Lower explosive limits: Not applicable
Auto-ignition temperature: Not Applicable
Partition coefficient: n-octanol/water: Not applicable
Evaporation rate: Not Applicable
Molecular weight: 172.2 grams
Molecular formula: CaSO₄·2H₂O
Specific Gravity: 2.31 g/cc
Bulk Density: ~55 lb/ft³

10. STABILITY AND REACTIVITY

Chemical stability: Stable in dry environments.

Conditions to avoid: Contact with strong acids may result in generation of carbon dioxide.

Incompatibility: None

Hazardous decomposition: Above 1450°C gypsum will decompose to calcium oxide (CaO), with releases of sulfur dioxide (SO₂) and various oxides of carbon.

Hazardous polymerization: Will not occur.

11. TOXICOLOGICAL INFORMATION

Data presented is for the major component of this product: Gypsum (calcium sulfate dihydrate)

Human Data

There is no information on toxicokinetics, metabolism and distribution.

There have been reports of irritation to mucus membranes of the eyes and respiratory tract upon acute exposure to dusts in excess of the recommended limits.

Chronic exposure to crystalline silica (a naturally occurring contaminant in gypsum) in the respirable size has been shown to cause silicosis, a debilitating lung disease. In addition, the International Agency for Research on Cancer (IARC) classifies crystalline silica inhaled in the form of quartz or cristobalite from occupational sources as carcinogenic to humans, Group 1. The National Toxicology Program (NTP) classifies respirable crystalline silica as a substance which may be reasonably anticipated to be a carcinogen. OSHA does not regulate crystalline silica as a human carcinogen. Industrial hygiene monitoring to date has not identified any detectable respirable crystalline silica in dust sampling conducted during gypsum panel installation utilizing recommended procedures.

Animal Data

The acute oral toxicity study [OECD TG 420, Fixed dose procedure] of calcium sulfate dihydrate showed that this chemical did not cause any changes even at 2,000 mg/kg b.w. Therefore, the oral LD₅₀ value was more than 2,000-mg/kg b.w. for female rats (Sprague-Dawley).

Calcium sulfate, dihydrate was not irritating to the skin of rabbits at 1, 24, 48 and 72 hours after removal of test patches [OECD TG 404]. There is no indication of skin sensitization in guinea pigs [OECD TG 406].

In vivo and *In vitro* studies for mutagenicity were negative.

Reproduction/Developmental Toxicity Screening Tests were negative.

12. ECOLOGICAL INFORMATION

This product does not present an ecological hazard to the environment.

Ecotoxicological Information

Toxicity studies performed with fish, aquatic invertebrates and aquatic plants showed no toxic effect.

Environmental Fate

Gypsum is a naturally occurring mineral. Biodegradation and/or bioaccumulation potential is not applicable.

13. DISPOSAL CONSIDERATIONS

- Dispose of according to Local, State, Federal, and Provincial Environmental Regulations.
- Recycle if possible.

14. TRANSPORT INFORMATION

- This product is not a DOT hazardous material
- Shipping Name: Same as product name
- ICAO/IATA/IMO: Not applicable

15. REGULATORY INFORMATION

All ingredients are included on the TSCA inventory.

Federal Regulations

SARA Title III: Not listed under Sections 302, 304, and 313

CERCLA: Not listed

RCRA: Not listed

OSHA: Dust and potential respirable crystalline silica generated during product use may be hazardous.

State Regulations

California Prop 65: Respirable crystalline silica is known to the state of California to cause cancer. Industrial hygiene monitoring during recommended use of this product failed to identify any respirable crystalline silica.

Canada WHMIS

All components of this product are included in the Canadian Domestic Substances List (DSL).
Crystalline silica: WHMIS Classification D2A

16. OTHER INFORMATION**MSDS Revision Summary**

Effective Date Change: 5/22/06

Format Changes: ANSI Z400.1-2004

Supersedes: 1/26/04

16. OTHER INFORMATION (CONTINUED)**Key/Legend**

ACGIH	American Conference of Governmental Industrial Hygienists
CAS	Chemical Abstract Services Number
CFR	Code of Federal Regulations
DOT	Department of Transportation
EPA	Environmental Protection Agency
HEPA	High Efficiency Particulate Air
HMIS	Hazardous Material Identification System
IARC	International Agency for Research on Cancer
IATA	International Air Transport Association
ICAO	International Civil Aviation Organization
IMO	International Maritime Organization
NIOSH	National Institute for Occupational Safety and Health
NFPA	National Fire Protection Association
NTP	National Toxicology Program
OSHA	Occupational Safety and Health Administration
PEL	Permissible Exposure Limit
PPE	Personal Protective Equipment
TLV	Threshold Limit Value
TSCA	Toxic Substance Control Act
TWA	Time Weighted Average
WHMIS	Workplace Hazardous Materials Information System

The information and recommendations contained herein are based upon data believed to be correct. However, no guarantee or warranty of any kind expressed or implied is made with respect to the information contained herein. This material safety data sheet was prepared to comply with the OSHA Hazard Communication Standard (29 CFR 1910.1200) and with the Workplace Hazardous Materials Information System (WHMIS).

Disclaimer of Liability:

As the conditions or methods of use are beyond our control, we do not assume any responsibility and expressly disclaim any liability for any use of the material. Information contained herein is believed to be true and accurate, but all statements or suggestions are made without any warranty, express or implied, regarding accuracy of the information, the hazards connected with the use of the material, or the results to be obtained for the use thereof.

EVALUATION:

The Director of the Office of Purchasing (hereinafter known as the Director) reserves the right before making award to make investigations as to whether or not the items, qualifications, services or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of an award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which he is bidding. Upon request of the Director of Purchasing, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

ACCESS CLAUSE: Contractor, including its satellites, offices and/or subcontractors, if any, shall maintain full and complete books and records of accounts pertaining to this agreement, in accordance with accepted accounting practices and such other records as may be reasonably prescribed by the County of Nassau. Such books and records shall at all times be available for audit and inspection by the completion of all the services described in this agreement. Contractor further agrees that if any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the Contractor agrees that it will make available upon written request by the Secretary of Health and Human Services, or the Comptroller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of six (6) years after the furnishing of any of the services described in this contract.

TERMINATION PREROGATIVE: The Director reserves the right to cancel the Blanket Order by giving not less than thirty (30) days written notice that, on or after a date therein specified, the contract shall be deemed terminated and cancelled.

VENDOR RESPONSIBILITY CRITERIA: The Director of Purchasing reserves the right before making an award to make investigations as to whether or not the qualifications, services, facilities or items offered by the bidder meet the requirements set forth herein and are ample and sufficient to ensure the proper performance in the event of an award. The bidder must be prepared, if requested by the Director of Purchasing, to present evidence of experience, ability, financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which the vendor is bidding. Upon request of the Director, the successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bid are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the forgoing shall mean or imply that it is obligatory upon the Director to make any examinations before an award; and it is further understood that, if such examination is made, it in no way relieves the bidder from fulfilling all requirements and conditions of the bid.

IMPORTANT NOTE: The Director reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Director determines the best interests of the County of Nassau will be served. The Director, in his sole discretion, may accept or reject illegible, incomplete or vague bids and his decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the bidder's conditional or revocable terms in the offer. Prior to award, the Director reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

BIDDER

TITLE

NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OR PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

- [1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- [2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- [3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WITH [1], [2], [3] ABOVE HAVE NOT BEEN COMPLETE WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty of perjury under the laws of the State of New York,

this 22 day of MAY, 20 17 as the act and deed of said Corporation or Partnership.

Identifying Data:

Potential Contractor: FELONIAN LUMMA US-LBM LLC

Address: 1281 MATROCLION AVE

Street: _____

City, Town, etc.: BROOKLYN, NY 11737

Telephone: 718 786-7777 Title: Mgr

If applicable, responsible Corporate Officer

Name CHRISTOPHER JONES Title Mgr

Signature: _____

Sign Here

FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE SHALL RESULT IN AUTOMATIC REJECTION OF THE BID.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

BIDDER

TITLE

MANUFACTURER'S CERTIFICATE

THIS IS TO CERTIFY:

That we manufacture the commodities specified in the attached bid schedule:

That the address of the manufacturing plant is:

_____ Manufacturer

_____ Signature

Title

FURTHERMORE:

That we authorize

(Name and address of firm or individual)

As our distributor to furnish our products to the County of Nassau as provided in the attached schedules, and agree to supply said distributor such quantities of our products as may be required by the County of Nassau.

_____ Manufacturer

_____ Signature

Title

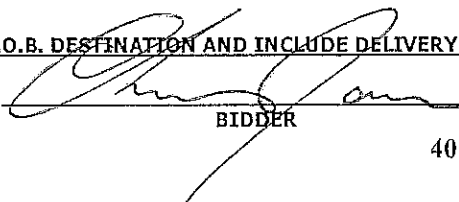
_____ Date

MUST BE SIGNED BY AN OFFICER OF THE COMPANY. SALES AGENT OR MANAGER'S SIGNATURE WILL NOT BE ACCEPTED UNLESS LETTER OF AUTHORIZATION FROM THE MANUFACTURER IS ATTACHED.

NOTE: When bidder is other than the manufacturer, the complete certificate must be executed by the manufacturer.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE



BIDDER



TITLE

GENERAL INSTRUCTIONS: All bidders must adhere to the following conditions:

As per New York State Municipal Law 103, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties as presented in this bid for the specific commodity or service required.

Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the County of Nassau cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity of service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

Bidders must insert **FEDERAL IDENTIFICATION NUMBER** in the space provided on page one of this bid.

Late Formal Sealed Bids will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. Bids must be received by 11:00 A.M. on the bid opening date.

Prices **MUST** be inserted with **TYPEWRITER OR INK**. Entries with **WHITE OUT, CROSS-OUTS OR LIFT-OFF TAPE** **MUST** BE INITIALED or that entry will be disqualified.

Bidders should submit bid with unit price in the appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bidders shall submit one (1) original bid document and all applicable attachments. Any order issued against this bid will refer to the bid and attachments to designate items awarded. Bidders agree that all, Direct Purchase Orders and/or Purchase Orders shall be effective and binding upon the Contractor when placed in the mail, addressed to the Contractor at the address shown on the Direct Purchase Order or the Purchase Order.

Bidders **MUST** state manufacturer's name and catalog number of each item bid.

ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid.

Purchases made by Nassau County are not subject to State or Local Sales Tax or Federal Excise Taxes.

Federal Exemption Number: A-109538 **State Exemption Number: EX 7213062C**

Inside (receiving dock) delivery is required on all orders.

The rights and obligations of the parties under this agreement shall be governed by the laws of the State of New York.

Bids are hereby solicited for the commodities and/or services specified herein which are to be delivered and/or performed at the locations indicated, and in strict accordance with all specifications, terms and conditions attached hereto and made part hereof.

Bid document must be signed by proprietor, partner or corporate officer.

The clauses contained in these bid forms set forth the wishes of the County of Nassau in regard to the purchase and/or services required. However, the Director reserves the right to waive irregularities, omissions, or other technical defects if, in its judgment, the best interest of the County of Nassau will be served accordingly.

Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s). In any event, the decision of the Director will be final.

Qualification statement **MUST BE COMPLETED** and submitted with bid. See page 4 for further details

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

BIDDER

TITLE

RECORD RETENTION: Contractor shall retain complete and accurate records and documents related to this Agreement for six (6) years following the later of termination or final payment. Such records shall at all times be available for audit and inspection by the County.

GOVERNING LAW: Governing Law – Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of law's provisions thereof.

Ordinance # 72-2014

The bidder declares that they are a registered vendor in accordance with Ordinance # 72-2014 (the "Ordinance"). All registered vendors must pay the One Hundred Twenty-Five Dollar (\$125.00) annual fee required under the Ordinance. Additionally, registered vendors must pay a Two Hundred Seventy-Five Dollar (\$275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under the Ordinance. Further details about the registration process may be found at

<https://eproc.nassaucountyny.gov/SupplierRegister>

PRICING:

Drywall

Type	Thickness	Common Terms	Price per sqft
1. Regular	¼"	Drywall	\$.26
2. Regular	3/8"	Drywall	\$.26
3. Regular	½"	Drywall	\$.26
4. Regular	5/8"	Drywall	\$.285
5. Mold Resistant	½"	Mold Board	\$.34
6. Mold Resistant	5/8"	Mold Board	\$.35
7. Moisture Resistant	½"	Greenboard	\$.34
8. Moisture Resistant	5/8"	Greenboard	\$.35
9. Fire Code	5/8"	Type X	\$.285
10. Wonderboard	7/16"	Lite	\$.64
11. Wonderboard	¼"	Lite	\$.64

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

BIDDER

TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
54081-05257-063

PRICING:

Drywall Studs and Accessories

Type	Gauge	Size	Price per foot
12. Stud	25	1 5/8"	\$.22
13. Stud	25	2 1/2"	\$.255
14. Stud	25	3 5/8"	\$.305
15. Stud	25	4"	\$.33
16. Stud	25	6"	\$.41
17. Stud	22	1 5/8"	\$.255
18. Stud	22	2 1/2"	\$.305
19. Stud	22	3 5/8"	\$.355
20. Stud	22	4"	\$.41
21. Stud	22	6"	\$.51
22. Stud	20	1 5/8"	\$.255
23. Stud	20	2 1/2"	\$.305
24. Stud	20	3 5/8"	\$.355
25. Stud	20	4"	\$.41
26. Stud	20	6"	\$.51
27. Track	25	1 5/8"	\$.218
28. Track	25	2 1/2"	\$.253
29. Track	25	3 5/8"	\$.303
30. Track	25	4"	\$.328
31. Track	25	6"	\$.408
32. Track	22	1 5/8"	\$.253
33. Track	22	2 1/2"	\$.303
34. Track	22	3 5/8"	\$.353
35. Track	22	4"	\$.408
36. Track	22	6"	\$.508
37. Track	20	1 5/8"	\$.253
38. Track	20	2 1/2"	\$.303
39. Track	20	3 5/8"	\$.353
40. Track	20	4"	\$.408
41. Track	20	6"	\$.508
42. Galv Iron	16	1 1/2"	\$.345
43. Furring Channel	25	7/8"	\$.215
44. Furring Channel	25	1 1/2"	\$.31
45. Furring Channel	22	7/8"	\$.33
46. Furring Channel	22	1 1/2"	\$.48
47. Furring Channel	20	7/8"	\$.33
48. Furring Channel	20	1 1/2"	\$.48

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

BIDDER

TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
54081-05257-063

PRICING:

Drywall Trim

SOLD BY CARTON

SOLD BY
the carton
only.
etc

OF PLS.

ALL 10'

Trim Type

Price per foot

49. 3/8" J Bead 1010

\$.12

50. 1/2" J Bead 1110

\$.12

51. 5/8" J Bead 1210

\$.12

52. 3/4" J Bead 2010

\$.12

53. 3/4" J Bead 2410

\$.14

54. 7/8" J Bead 2510

\$.20

55. 1" J Bead 2610

\$.20

56. 1/2" Shadow J Bead 1310

\$.13

57. 5/8" Shadow J Bead 1410

\$.13

58. 1/2" Mud on J 1710

\$.13

59. 5/8" Mud on J 1810

\$.16

60. AS 1/4" L Bead 3204

\$.15

61. AS 3/8" L Bead 3206

\$.15

62. AS 1/2" L Bead 3210

\$.15

63. AS 5/8" L Bead 3310

\$.15

64. AS 1" L Bead

\$.27

65. AS 1 1/4" L Bead

\$.27

66. AS 7/8" L Bead

\$.27

67. Rigid Corner Bead

\$.17

68. MS 350 Bull Bead

\$.24

69. MS 3/4" Bullnose Bead

\$.23

10.00

70.00

70.00

65.00

65.00

65.00

80.00

45.00

45.00

120.00

120.00

135.00

135.00

135.00

76.50

120.00

92.00

50

50

50

50

50

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80

80

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45

90

40

Additional Quantities/Facilities may be added to this blanket order with a written quotation and subsequent amendment.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

BIDDER

TITLE

Exhibit A



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
05/31/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Michigan, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: PHONE (A/C, NO, EXT): 877-945-7378 FAX (A/C, NO): 888-467-2378 E-MAIL ADDRESS: certificates@willis.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Pennsylvania Lumbermens Mutual Insurance INSURER B: Sentry Insurance a Mutual Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Feldman Lumber-US LBM, LLC 1281 Metropolitan Ave. Brooklyn, NY 11237	NAIC# 14974-000 24988-001

COVERAGES

CERTIFICATE NUMBER: 25497998

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	29-U033-01-16	10/30/2016	10/30/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	29-U033-07-16	10/30/2016	10/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	29-U033-03-16	10/30/2016	10/30/2017	EACH OCCURRENCE \$ 30,000,000 AGGREGATE \$ 30,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	90-19827 01	10/30/2016	10/30/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Bid #54081-05257-063.

It is agreed that Contractor, County of Nassau and Nassau County Office of Purchasing are included as Additional Insureds as respects to General Liability, Automobile Liability and Umbrella Liability.

CERTIFICATE HOLDER

CANCELLATION

Nassau County Office of Purchasing 1 West Street Mineola, NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

Coll:5082105 Tpl:2096208 Cert:25497998 © 1988-2015 ACORD CORPORATION. All rights reserved.

**ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

AGENCY Willis of Michigan, Inc.		NAMED INSURED Feldman Lumber-US LBM, LLC 1281 Metropolitan Ave. Brooklyn, NY 11237
POLICY NUMBER See First Page		
CARRIER See First Page	NAIC CODE	
EFFECTIVE DATE: See First Page		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

General Liability, Automobile Liability and Umbrella Liability policies shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insureds.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability, Automobile Liability, Umbrella Liability and Workers Compensation, as permitted by law.

Notice of Cancellation applies per endorsement attached.

POLICY NUMBER:

29-U033-01-16

COMMERCIAL GENERAL LIABILITY

CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Contractor, County of Nassau and Nassau County Office of Purchasing	Blanket for all locations and operations as required by the additional insured under a written contract or agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER:
29-U033-01-16

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Contractor, County of Nassau and Nassau County Office of Purchasing	Blanket for all locations and operations as required by the additional insured under a written contract or agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Persons or Organization:

Contractor, County of Nassau and Nassau County Office of Purchasing

Information required to complete this Schedule, if not shown in the Declarations.

The following is added to Paragraph 8. **Transfer of Rights of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER:
29-U033-07-16

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Feldman Lumber-US LBM, LLC

Endorsement Effective Date: 10/30/16

SCHEDULE

Name Of Person(s) Or Organization(s):

Contractor, County of Nassau and Nassau County Office of Purchasing

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER:
29-U033-07-16

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVE OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	Feldman Lumber-US LBM, LLC
Endorsement Effective Date:	10/30/16

SCHEDULE

Name Of Person(s) Or Organization(s): Contractor, County of Nassau and Nassau County Office of Purchasing
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organizations(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy)

This endorsement effective 12:01 AM 10/30/2016 forms a part of Policy No. 90-19827 01

Issued to Specific US LBM Named Insured

By Sentry Insurance a Mutual Company

Premium Included

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

"All written contracts provided such contract was made prior to loss"

This form is not applicable in California, New Jersey, or Texas.

WC 00 03 13 Copyright 1988 National Council on Compensation Insurance
(Ed. 4/84)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NONCONTRIBUTORY
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- I. Subparagraph a. of paragraph 5. Other Insurance of Section IV - Conditions of Commercial Liability Umbrella Coverage Form CU 00 01 is deleted and replaced by the following:

- a. This insurance is excess over and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to either:

- (1) Other insurance that is specifically written as excess over this Coverage Part; or
- (2) Other insurance that is both:

- (a) Issued to a Named Insured that is an additional insured under this Coverage Part as described in paragraph 3. of Section II - Who Is An Insured; and

- (b) Intended to be excess of this insurance and noncontributory with this insurance as agreed under a written contract or agreement you have made with such person or organization in paragraph (a) above.

Such insurance as is described in paragraphs (1) and (2) above shall apply in excess of the Limits of Insurance of this Coverage Part, and we will not seek contribution or indemnity from such insurance for damages to which this Coverage Part applies.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- II. Paragraph 9. Transfer of Rights of Recovery Against Others To Us under Section IV - Conditions of Commercial Liability Umbrella Coverage Form CU 00 01 is amended by the addition of the following:

We waive any right of recovery to payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract and included in the "products-completed operations hazard", subject to the following sentence. This waiver only applies to any person or organization whom you have agreed in a written contract or written agreement made prior to the date of the "occurrence" to waive your rights of recovery from such person or organization, but only for payments made under this insurance as a consequence of such contract or agreement.

POLICY NUMBER: 29-U033-01-16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FORM NAME: 30 Day Notice of Cancellation - Certificate Holders

Cancellation Terms:

Should this policy be cancelled before the expiration date, we will send 30 days notice of cancellation to the Certificate Holder, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

POLICY NUMBER: 29-U033-07-16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FORM NAME: 30 Day Notice of Cancellation - Certificate Holders

Cancellation Terms:

Should this policy be cancelled before the expiration date, we will send 30 days notice of cancellation to the Certificate Holder, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

GU207 06-78

Original

Authorized Representative Signature

Page 1 of 1

NAMED INSURED
US LBM HOLDINGS LLC

ENDORSEMENT EFFECTIVE
10-30-16

POLICY NUMBER
90-19827-01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELATION-CERTIFICATE HOLDERS WORKERS
COMPENSATION

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. Such copies of the notice will be mailed as soon as practicable to the address or addresses provided by your broker or agent.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule below to any benefit, rights or protection under this policy.

Failure by us to provide this notice of cancellation to the person(s) or organization(s) listed or described in the Schedule below will not impose liability of any kind upon us.

Any of these provisions that conflict with a law that controls the notice of cancellation of the insurance in this endorsement is changed by this statement to comply with the law.

SCHEDULE

Person(s) or Organization(s) including mailing address:

PER THE LISTING OF CERTIFICATE HOLDERS PROVIDED BY THE BROKER UPON OUR REQUEST.

All other terms and conditions of this policy remain unchanged.

WC 99 06 72 09 11

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Page 001



OPEN: May 26, 2107

DATE: May 26, 2017

TO: Kimberly Stanton, Buyer FROM: ADMINISTRATION

FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

[illegible]

6. **SAMPLES** Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.
7. **Award** The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.
8. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.
9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.
10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.
11. **DELIVERIES** Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.
12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.
13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.
14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.
15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.
16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.
17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.
18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.
19. Billings for deliveries must be rendered on County claim forms.
20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.
21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.
22. **GUARANTEES BY BIDDER** Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.
 - (c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.
 - (d) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.
 - (e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.
 - (f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.
 - (g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.
 - (h) That all deliveries will not be inferior to the accepted bid sample.
23. **LABOR LAWS and ANTIDISCRIMINATION.** Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County. Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.
24. **ASSIGNMENT.** The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.
26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

Director, Office of Purchasing

DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name: FELDMAN LUMBER US-LBM LLC
Address: 1281 METROPOLITAN AVE. BROOKLYN, NY 11237
Telephone No: 718 786-7777 Fax No: 718 472-3575

1. State Whether: A Corporation ✓
Individual _____
Partnership _____

GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

- 1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.
- 2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.
- 3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.
- 4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.
- 5) Partnership. The Names and Home Address of all General and Limited Partners.
- 6) Limited Liability Company. The Names and Home Addresses of all Members.
- 7) Limited Liability Partnership. The Name and Home Addresses of all Members.
- 8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.
*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

[Signature]
BIDDER

[Signature]
TITLE

QUALIFICATION STATEMENT

BIDDER'S NAME:

FRANCIS LUMMA US-LLC

ADDRESS:

1781 Metropolitan Ave Brooklyn, NY 11237

1. STATE WHETHER: CORPORATION L INDIVIDUAL _____ PARTNERSHIP _____

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
PRESIDENT

KEVIN BLUMBERG

VICE PRESIDENT

SECRETARY

TREASURER

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU?
IF SO WHEN?

5/2017

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 3

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU?
IF SO, WHERE AND WHY?

NO

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED?

None

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
---------------------	---------------------	------------------------	-------------------------------	---------------------

CHRIS JOHNS MGR

45

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL

BID DOCUMENTS WERE REVIEWED IN THEIR ENTIRETY. WE STOLE MANY OF THE ITEMS
AND HAVE 50 TRUCKS MAKING DELIVERIES EVERY DAY. WE DO HAVE A LOCATION IN GAITHERSBURG
MD. WE HAVE MANY SIMILAR CONTRACTS AND WE DECIDE TO ACCEPT THEM

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TITLE

**THE FOLLOWING REFERENCES HAVE BEEN CONFIRMED BY THE BUYER,
KIMBERLY STANTON**

May 26, 2017

Bid #54081-05257-063 - Drywall

Vendor: Feldman Lumber US-LBL, LLC
1281 Metropolitan Avenue
Brooklyn, NY 11237

Confirmed References

- 1) Nassau Boces – Spoke w Robert (516-396-2544) 5/26/17
Vendor Feldman Lumber is very responsible, no complaints
- 2) Town of Hempstead – Spoke with Paul (516-489-5000) 5/26/17
Vendor Feldman Lumber is very responsible, no complaints
- 3) Suffolk Boces – Spoke with Lorraine (631-549-4900) 5/26/17
Vendor Feldman Lumber is very responsible, no complaints

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION

CHRIS JONES, MANAGER

10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.

NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.

1. REFERENCE'S NAME: BOCES NASSAU COUNTY

ADDRESS: 71 CLINTON ROAD

GARDEN CITY, NY 11530-9195

TELEPHONE: 5163962544 CONTACT PERSON ROBERT T VANDERKAM

CONTRACT DATE: 8-15-16 8-14-17

2. REFERENCE'S NAME: TOWN OF HAMPSHAM

ADDRESS: 350 FRONT ST

HAMPSHAM NY 11550

TELEPHONE: 516489-5000 CONTACT PERSON GARY J PARRISI

CONTRACT DATE: 9-29-16 9-30-17

3. REFERENCE'S NAME: BOCES WESTERN SUFFOLK

ADDRESS: 507 DEER PARK ROAD

HUNTINGTON STATION, NY 11746

TELEPHONE: 631549-4900 CONTACT PERSON CORRAINE HATH

CONTRACT DATE: 1-1-17 6-30-17

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[Signature]
BIDDER

MAN
TITLE

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

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Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgrading's, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgrading's, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

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COUNTY OF NASSAU STATE OF NEW YORK**

**FORMAL SEALED BID PROPOSAL
54081-05257-063**

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation..

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition,

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COUNTY OF NASSAU STATE OF NEW YORK**

**FORMAL SEALED BID PROPOSAL
54081-05257-063**

construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

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OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
54081-05257-063

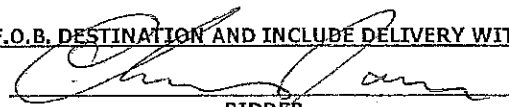
As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

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TITLE

INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

DEFINITIONS:

- The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
- The term "Contractor" as used herein, shall be deemed as reference to the successful bidder, vendor, proprietor, partnership, or corporation receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement.
- The term "agency" as used herein, shall be deemed as the department, division, bureau, office, agency or other Nassau County establishment authorized to receive the service specified herein.
- The term "Director" as used herein, shall be deemed as reference to the Director of the Office of Purchasing.
- The term "Blanket Order" as used herein, shall be deemed as the multiple use pricing agreement as a result of this bid.
- The term "Purchase Order" as used herein, shall be deemed as the single use pricing agreement as a result of this bid.
- The term "complete" as written in this bid must include all equipment, delivery and installation of same in its entirety, as listed in the contract documents, and is to include all supervision, labor, materials, plant equipment, transportation, testing, (if required) incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.

NOTE: INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

IMPORTANT

PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, **YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY. THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M.** LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

All proposals and bid documents submitted in response **must** include a completed copy of the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form. Additionally, if the bidder – prospective vendor – utilizes the services of any individual or organization for the purposes of conducting lobbying activities, the proposal **must** also include the Lobbyist Registration and Disclosure Form, completed by that individual/organization.

In addition, all proposals and bid documents submitted in response must include a completed: (i) Business History Form and (ii) Principal Questionnaire for all "principals" who hold a ten percent (10%) or greater ownership interest in the proposer/bidder.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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BIDDER

TITLE

Instructions for pages 13 -30

- 1) Business history and principal questionnaire Forms
- 2) Consultant's Contractor's and Vendor's Disclosure Form
- 3) Lobbyist Registration and Disclosure Form

These forms must be filled out completely in their entirety (no blanks). Questions must be responded to appropriately not applicable or N/A is not acceptable, write in none if none is the appropriate answer.

Consultant's Contractor's and Vendor's Disclosure (pages 13 – 16) form if you list a name on question 7part A. The lobbyist and only the lobbyist must fill out the Lobbyist Registration and Disclosure Form (pages 17 – 20)

Regarding the Business History Form (page 23), if no conflict exists write in "no conflict exists" in section (a) (i-iii) in section (b) describe any procedures you have in place or would adopt in the future to ensure a conflict of interest does not arise or exist. Examples would be 1) if a conflict of interest should arise guidance should be sought from the County, 2) would be if a conflict of interest should arise we would take the proper measures to correct the situation, 3) Should we hire an employee with a family relationship with a county public servant that might be construed as a possible conflict of interest we would prohibit that employee from being involved in any way with bidding, billing, payment or any other function with the county.

Redacted, website-ready version

Vendors are encouraged to submit an identical website-ready duplicate copy of forms listed on pages 13 through 30 in the event the formal bid is posted for public viewing.

Redacted information must be limited to information that is excepted from FOIL disclosure under Article 6 of the New York State Public Officers Law.

This includes but not limited to:

- 1) social security number
- 2) personal address
- 3) personal phone number
- 4) personal e-mail address
- 5) social media user name
- 6) information of a personal nature the disclosure of which would result in economic or personal hardship.
- 7) Trade secrets or similar information the disclosure of which would cause substantial injury to the competitive position of the person or company providing it.

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BIDDER

TITLE

INTENT

SCOPE: It is the INTENT of the County of Nassau to properly describe by these specifications, terms and conditions an adequate method of providing **Drywall, Studs and Accessories** for the agency or agencies named herein in order that they may enjoy uninterrupted service in consideration for payment of the price bid.

PURPOSE: The purpose of this bid is to establish a price structure on which items and/or services will be made under Blanket Orders.

PERIOD COVERED: Shall be for one (1) year from the effective date. The County of Nassau reserves the right to extend the Blanket Order up to an additional four (4) year(s), at up to one (1) year options. However, the termination of the Blanket Order may be further extended up to two (2) months beyond the stated termination date. The maximum period of any Blanket Order as a result of this bid with renewal options applied shall be five (5) year(s), and if the further extension is applied, five (5) years and two (2) months.

ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES.

AWARD: Award, if any, will be made to the lowest responsible bidder, who in the opinion of the Director of Purchasing, meets the specifications and qualifications stated herein. The Director of Purchasing reserves the right to make an award be items, groups, or classes of items or as a whole. Awards will be made in accordance with the terms and conditions attached hereto and made part hereof.

DELIVERY: Bidders are required to state guaranteed delivery date in terms of days after receipt of order in the space provided below and on page one. Bidders are cautioned to post realistic delivery dates. Guaranteed delivery dates will be strictly enforced. Must be made within 15 days A/R/O unless stated otherwise below:

Delivery to be made 21 Days A/R/O.

Delivery shall be made **ONLY** upon receipt of a Purchase Order, or in the case of a Blanket Order, upon receipt of a Direct Purchase Order(s) from a using agency authorized to use the Blanket Order which will be issued to the successful bidder. Purchase Order and Direct Purchase Order shall indicate the destination address. Inside delivery is required on all deliveries.

Bidders agree that all orders shall be effective and binding upon the contractor when PLACED IN THE MAIL addressed to the Contractor at the address shown on the Blanket Order/Purchase Order PRIOR TO MIDNIGHT OF THE FINAL DAY OF CONTRACT.

INSPECTION: Bidders should be aware of Inspection and Delivery requirements as stipulated.

EXTENSION OF PRICE: It is anticipated that additional quantities of items specified herein may be required in the ensuing year. According, the County of Nassau requests that the prices bid be protected and be available to the County of Nassau for one (1) year from the date of the award. Economic conditions may not permit the price protection for an entire year. Bidders are requested to state the period for which bid prices will be applicable to potential additional orders.
365 days.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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BIDDER

TITLE

BILLING: Shall be made on County claim forms or Certified Invoices to the individual using County Agency upon completion of deliveries made against applicable Purchase Order(s) or Direct Purchase Order(s).

NO PARTIAL PAYMENTS WILL BE PAID.

*****VENDOR CLAIM CERTIFICATION*****

IF A CLAIM VOUCHER IS NOT BEING SUBMITTED, THE FOLLOWING CERTIFICATION **MUST** APPEAR ON THE INVOICE:

I HEREBY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OR RENDERED AS SET FORTH IN THIS CLAIM; THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH REFERENCED PURCHASE ORDER, DIRECT PURCHASE ORDER OR CONTRACT, THAT THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED HEREIN IS ACTUALLY DUE AND OWING AND HAS NOT BEEN PREVIOUSLY CLAIMED; THAT NO TAXES FROM WHICH THE COUNTY IS EXEMPT ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE.

_____ CLAIMANT NAME	_____ DATE
_____ BY (SIGNATURE)	_____ TITLE

*CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID**

Vendors may download claim form NIFS560 at the following URL:

<http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf>

PAYMENT: A certified invoice, or a County claim form to which the invoice is attached, shall be submitted in arrears, directly to the using agency, supported by vouchers signed by agency personnel attesting to satisfactory completion of the required services as specified.

*****VENDOR CLAIM CERTIFICATION*****

If a claim voucher is not being submitted, the following certification **MUST** appear on the invoice:

I hereby certify that all items or services were delivered or rendered as set forth in this claim; that the prices charged are in accordance with referenced purchase order, delivery order or contract, that the claim is just, true and correct; that the balance stated herein is actually due and owing and has not been previously claimed; that no taxes from which the County is exempt are included; and that any amounts claimed for disbursements have actually and necessarily been made.

_____ Claimant Name	_____ Date
_____ By Signature	_____ Title

CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID.

Vendors may download claim form NIFS560 at the following URL:

<http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf>

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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BIDDER

TITLE

RETENTION OF BID: Vendor is required to make a copy of his completed bid document and applicable attachments. Any purchase orders issued against this bid will refer to the bid and attachments to designate items awarded.

METHOD OF BIDDING: Please submit unit price in the appropriate column.

PRICE DISCREPANCY: In the event of a discrepancy between the unit price and the extension price, the unit price will govern.

WARRANTY: The successful bidder warrants the equipment furnished and all associated equipment against any defects in design, workmanship and materials against failure to operate satisfactorily for one (1) year from the date of acceptance by the using department and/or agency of the equipment, other than defects or failure shown by the Contractor that have arisen solely from accident or abuse occurring after delivery to the Nassau County agency. Contractor agrees to replace any parts, which in the opinion of the user, shall fail from the above reasons.

IMPORTANT NOTES: If a company policy or trade practice requires a different warranty period, the bidder may so state without fear of disqualifications. However, the bidder is cautioned that the length of warranty may, in some cases, be a deciding factor in making an award.

Equipment furnished hereunder shall meet the standards set forth in the Occupational Safety and Health Act of 1970.

BIDDER SHALL STATE WARRANTY PERIOD:

NOTE: All warranties take effect only upon written acceptance of equipment by using agency and shall run full term from that point.

BIDDER SHALL INDICATE COST AND TERM OF ANY EXTENDED WARRANTY OPTION, IF AVAILABLE:

TAX PROVISION: Purchases made by the County of Nassau are not subject to State, Local Sales Taxes or Federal Excise Taxes. Federal Exemption #A-109538 State Exemption #EX 7213062C. The County of Nassau is not subject to any Existing "Fair Trade Agreements" and bidders should be governed accordingly.

NEW YORK STATE PRICES: Bidders must represent and warrant that if they are under contract with New York State for items specified herein, that the price quoted to the County is not higher than the price per unit quoted to New York State for like quantities.

PRICE PROTECTION: Bidders are required to state period of price protection (in terms of days) after the bid opening.

STATE PRICE PROTECTION PERIOD: 60 DAYS AFTER BID OPENING

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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BIDDER

TITLE

FIRM PRICES Price shall remain firm for the first year of the Blanket Purchase Order and no upward escalation will be permitted. Thereafter, increases in labor and/or material(s) costs may be considered provided they are based on certified labor contracts, uncontrollable materials costs which can be verified in national publications or other increases auditable by the County of Nassau. The burden of proof for such increases shall be upon the Contractor and shall be formally directed to the Director of Purchasing. The decision as to whether or not such increases will be granted shall be made by the Director of Purchasing and shall be final. In the event an increase is not granted when requested, the Contractor may elect to continue at the bid prices or given written notice of termination, upon receipt of which the Blanket Purchase Order will be re-bid.

COMPREHENSIVE AND GENERAL LIABILITY AND HOLD HARMLESS: The Contractor agrees to indemnify and hold harmless the County of Nassau, its agents, officers and employees against any and all claims, causes of action, costs, and liabilities, in law or in equity, of every kind and nature whatsoever, directly or proximately resulting from any act of omission or commission of Contractor, its officers, agents, or employees. Contractor shall, at Nassau County's demand, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought or instituted against Nassau County, its agents, officers, or employees on any such claim, demand or cause of action, and Contractor shall pay and satisfy any judgment or decree which may be rendered against Nassau County, its agents, officers, or employees in any such suit, action or legal proceeding.

The Contractor shall obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming the County of Nassau as an additional insured, including, but not limited, to the torts and negligence of Contractor's personnel, with a combined single minimum limit of three million dollars (\$3,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

Bidder shall list below the Insurance Company(s) holding the following documents:

- A) Certificate of Insurance name the County of Nassau as co-insured: _____
Or
B) Certificate of Insurance with Indemnification agreement (hold harmless clause): _____

PRODUCT LIABILITY INSURANCE: The successful bidder agrees to obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of an agreement, a policy of Product Liability Insurance, including foreign objects, with a combined minimum single limit of one million dollars (\$1,000,000.00) for each occurrence, at the Contractor's sole cost and expense, and shall furnish a certificate showing evidence of current coverage. Evidence of insurance may be required prior to Notice of Award or issuance of a Purchase Order.

GENERAL CONDITIONS:

All repairs to be made in accordance with the Occupational Safety and Health Administration safety requirements.

Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.

All Contractor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable electrical codes and safety requirements, and must adhere to them.

All parts supplied must match and inter-member without modification to the designated equipment, and must be in accordance with the specifications of the manufacturer of the part to be replaced.

Except as otherwise specified, all contract requirements will be performed at the site as required.

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BIDDER

TITLE

GENERAL CONDITIONS Cont.:

Any requirement to remove any part of the equipment or system(s), to the Contractor's shop, must be approved by an authorized agency representative. Nassau County shall supply all utilities which are available on location insofar as compatibility requirements permit.

All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of Nassau County.

Employees of the Contractor, while on service call, shall carry identification badges or cards and shall be instructed to submit same to scrutiny upon request of security or supervisory personnel of Nassau County.

SPECIFICATIONS: Submit complete specifications and illustrations of products offered with the bid. Acceptance of a bid and designation of a manufacturer's catalog description, brand name or number in any Purchase or Blanket Order resulting there-from shall not be construed as qualification of the specifications of this bid or relief there-from, except as specifically stated in the Purchase or Blanket Order.

PRODUCT IDENTIFICATION: If a product(s) is identified by a BRAND NAME, a substitute of equal quality, construction, finish, composition, size, workmanship and performance characteristics may be acceptable. In submitting a bid, each bidder warrants that the substitute product being offered is an equal. Bid sheets shall be so noted of the manufacturer's name and brand of the product offered as an equal. If as a result of an award, a delivery is made of a brand or product represented as an equal which is subsequently deemed to be unacceptable, the Contractor shall be required, at his expense, to pick up the rejected item and replace it with brand(s) listed in this bid, or an acceptable equal which will have the approval of the Director.

PROTECTION FROM CLAIM AGAINST "OR EQUAL": In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better" or "or equal", the successful bidder agrees, at his own cost and expense, to defend such claims or claims and agrees to hold the County of Nassau free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever.

ALTERNATIVE ITEM: In submitting a bid on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the County. If a bidder does not indicate that the commodity he proposes to furnish is other than as specified, it will be construed to mean that the bidder proposes to furnish the exact commodity as described. Consideration of the alternate shall be at the sole discretion of the Director. **MORE THAN ONE (1) BID ON EACH ITEM WILL NOT BE CONSIDERED, UNLESS OTHERWISE SPECIFIED BY THE COUNTY.**

EQUIVALENT BIDS: Bidders may offer a product of the same capability, but of different manufacture and model than that specified in this bid. The use of the name of a manufacturer, brand, make or catalog designation in specifying items described herein does not restrict or preclude bidders from offering equivalent or better product bids. Such a designation is used only to indicate the character, quality and minimum performance desired. Equal or better product bids are permissible. A bidder submitting an equal or better product shall, at his own cost and expense be responsible for submitting proof and/or a demonstration of equivalence, compatibility and performance. However, acceptance of an equivalent product shall be strictly at the discretion of the Director. Any omission of the term "or equal" in any specific bid item listing should be disregarded by the bidder. All bidders shall have an absolute right to submit "equivalent" bids notwithstanding any other provision of the bid specifications.

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TITLE

REPLACEMENT PARTS: The requirements specified herein represent, for the most part, replacement and/or repair components to existing and presently owned equipment, and must match and inter-member without modification with the equipment and systems indicated.

ADDITIONAL BIDS: The County reserves the right, for any un-contemplated additional requirements of extraordinary quantities of particular items to call for new bids, therefore, whenever in the opinion of the Director of the Office of Purchase it is in the best interests of the County of Nassau to do so.

PRICE LISTS AND DISCOUNTS: Bidders may attach price lists and catalogs indicating discounts available to the County for all other products not listed herein. New items may be added to the price list at the then current price at the same discount schedule during the life of the contract.

NON-ASSIGNMENT: In accordance with Section 138 of the State Finance Law, the contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of Nassau County and any attempts to assign the contract without the County's written consent are null and void.

NON PERFORMANCE

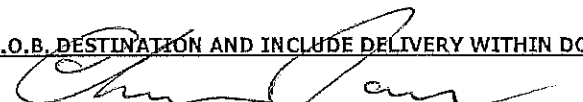
The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the county shall so notify the contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, the Nassau County Department concerned will deduct a percentage based on the work not performed or performed unsatisfactorily from the Contractor's claim for the period covered. If the Contractor continues to omit or unsatisfactorily perform the required services, the County will arrange for the work to be done by another contractor and the cost of such work shall be deducted from any monies due or that may become due to the Contractor.

DISCLAIMER

Any Blanket Purchase Order issued as a result of this bid will establish terms and conditions pursuant to which certain materials and/or services are to be supplied or performed, from time to time, for a specified period upon issuance by the County of Delivery Orders. The Blanket Purchase Order is non-exclusive and the County is not bound to purchase, and no materials are to be delivered or services performed without a Delivery Order. The County shall be under no obligation whatsoever to issue such Delivery Orders. The Blanket Purchase shall not apply in any way to items of material or service deemed by the County in its sole discretion to be extraordinary or involve any special conditions, quantities, circumstances or complexities.

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BIDDER



TITLE

NOTICE

READ THIS PAGE OF THE BID CAREFULLY

ALL BIDDERS MUST COMPLY WITH THIS REQUIREMENT OR YOUR BID WILL BE AUTOMATICALLY REJECTED

RIGHT TO KNOW LAW AND "OSHA"

PURSUANT TO ARTICLE 28, SECTION 876 OF THE LABOR LAW OF THE STATE OF NEW YORK, THE COUNTY OF NASSAU HAS MANDATED EMPLOYER'S RESPONSIBILITY TO PROVIDE NOTICE TO EMPLOYEES REGARDING TOXIC SUBSTANCES. TO SATISFY THIS MANDATED REQUIREMENT, WE MUST ASK FOR YOUR COOPERATION. SOME OF THE MATERIAL ON THIS BID MAY CONTAIN TOXIC SUBSTANCES. THEREFORE, YOU MUST SUBMIT, WITH YOUR BID, "**MATERIAL SAFETY DATA SHEETS**" FOR ALL MATERIALS TO BE SUPPLIED PURSUANT TO THIS BID.

FAILURE TO PROVIDE THIS INFORMATION WITH THE BID WILL RESULT IN
AUTOMATIC REJECTION OF THE BID.

IF YOUR PRODUCT **DOES NOT** CONTAIN TOXIC SUBSTANCES, PLEASE SIGN THE FOLLOWING CERTIFICATION:

CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE READ THE NASSAU COUNTY NOTICE, AND FURTHER CERTIFY THAT ITEMS NUMBERED _____ DO NOT CONTAIN ANY TOXIC SUBSTANCES.

X

Signature

Title

Date

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BIDDER


TITLE



United States Steel Corporation

Material Safety Data Sheet

USS Code Number: 3C012

Original Issue Date: 09/01/85

Revised: 06/04

Section 1 - Chemical Product and Company Identification

Product/Chemical Name: Galvanized (Hot Dipped) Sheet – Carbon Steel;
Galvannealed (Hot Dipped) Sheet – Carbon Steel;
ACRYZINC® Sheet – Carbon Steel

Also Includes: Culvert

Manufacturer: United States Steel Corporation, 600 Grant Street, Room 2514H, Pittsburgh, PA 15219-2800

General Information: (412) 433-6840 (8:00 am to 5:00 pm); FAX: (412) 433-5016

Off-Hour Emergency Phone Number: (412) 433-5811

Section 2 - Composition / Information on Ingredients

Ingredient Name	CAS Number	Percentage by wt.	OSHA PEL ¹	ACGIH TLV ²
Base Metal				
Iron	7439-89-6	>90.0	10 mg/m ³ - Iron oxide fume	5 mg/m ³ - Iron oxide dust and fume
Alloying Elements				
Calcium	7440-70-2	0.10 max.	5 mg/m ³ - Calcium oxide	2 mg/m ³ - Calcium oxide
Carbon	7440-44-0	0.60 max.	15 mg/m ³ - Total dust (PNOR) ³ 5 mg/m ³ - Respirable fraction (PNOR)	10 mg/m ³ - Inhalable fraction ⁴ (PNOS) ⁵ 3 mg/m ³ - Respirable fraction ⁶ (PNOS)
Copper	7440-50-8	0.50 max.	0.1 mg/m ³ - Fume (as Cu) 1 mg/m ³ - Dusts & mists (as Cu)	0.2 mg/m ³ - Fume 1 mg/m ³ - Dusts & mists (as Cu)
Manganese	7439-96-5	1.50 max.	5 mg/m ³ (C) - Fume & Mn compounds	0.2 mg/m ³
Phosphorus	8049-19-2	0.15 max.	15 mg/m ³ - Total dust (PNOR) 5 mg/m ³ - Respirable fraction (PNOR)	10 mg/m ³ - Inhalable fraction (PNOS) 3 mg/m ³ - Respirable fraction (PNOS)
Silicon	7440-21-3	0.60 max.	15 mg/m ³ - Total dust 5 mg/m ³ - Respirable fraction	10 mg/m ³
Sulfur	7704-34-9	0.04 max.	15 mg/m ³ - Total dust (PNOR) 5 mg/m ³ - Respirable fraction (PNOR)	10 mg/m ³ - Inhalable fraction (PNOS) 3 mg/m ³ - Respirable fraction (PNOS)
Metallic Coating *				
Aluminum	7429-90-5	0.055 max.	15 mg/m ³ - Total dust 5 mg/m ³ - Respirable fraction	10 mg/m ³ - Metal Dust 5 mg/m ³ - Welding fume
Antimony	7440-36-0	0.011 max.	0.5 mg/m ³	0.5 mg/m ³
Iron	7439-89-6	0.8 max.	10 mg/m ³ - Iron oxide fume	5 mg/m ³ - Iron oxide dust and fume
Lead	7439-92-1	0.004 max.	0.05 mg/m ³ ⁷	0.05 mg/m ³
Zinc	7440-66-6	0.15-9.1	5 mg/m ³ - Fume 15 mg/m ³ - Total dust 5 mg/m ³ - Respirable fraction	5 mg/m ³ - Fume 10 mg/m ³ - Fume (STEL) 10 mg/m ³ - Dust

Notes:

- * Percent weight of metallic coating is a percent of the total product.
- Galvanized sheet surfaces may be chemically treated, generally at the customer's specification, with trace amounts of chromate solution (approximately 1 to 2 mg/ft² per side or <0.002% of total product weight) to prevent humid storage stain, and/or phosphate solution (<300 mg/ft² or <0.3%) to enhance paint adherence and formability. Surface may also be treated with small amounts (<0.05%) of corrosion-inhibiting oil.

- ACRYZINC® product has a thin clear resin film (approximately 100 mg/ft² per side) over the galvanized coating. This film consists of a water-insoluble acrylic polymer/chromium matrix in approximately a 100/1 ratio. The composition of the acrylic coating, as a percentage of the total product weight, is <0.1% polymers and <0.001% chromium.
- All commercial steel products may contain small amounts of various elements in addition to those specified. These small quantities (less than 0.1%) may exist as intentional additions, or as "trace" or "residual" elements that generally originate in the raw materials used. These elements may include: aluminum, antimony, arsenic, boron, cadmium, calcium, chromium, cobalt, columbium, copper, lead, molybdenum, nickel, silicon, tin, titanium, vanadium, and zirconium.

¹ OSHA Permissible Exposure Limits (PELs) are 8-hour TWA (time-weighted average) concentrations unless otherwise noted. A ("C") designation denotes a ceiling limit, which should not be exceeded during any part of the working exposure unless otherwise noted. A Short Term Exposure Limit (STEL) is defined as a 15-minute exposure, which should not be exceeded at any time during a workday.

² Threshold Limit Values (TLV) established by the American Conference of Governmental Industrial Hygienists (ACGIH) are 8-hour TWA concentrations unless otherwise noted.

³ PNOR (Particulates Not Otherwise Regulated). All inert or nuisance dusts, whether mineral, inorganic, or organic, not listed specifically by substance name are covered by the PNOR limit which is the same as the inert or nuisance dust limit of 15 mg/m³ for total dust and 5 mg/m³ for the respirable fraction.

⁴ Inhalable fraction. The concentration of inhalable particulate for the application of this TLV is to be determined from the fraction passing a size-selector with the characteristics defined in the ACGIH TLVs and BEIs Appendix D, paragraph A.

⁵ PNOS (Particulates Not Otherwise Specified). Particulates identified under the PNOS heading are "nuisance dusts" containing no asbestos and <1% crystalline silica. A TWA-TLV of 10 mg/m³ for inhalable particulate and 3 mg/m³ for respirable particulate has been recommended.

⁶ Respirable fraction. The concentration of respirable dust for the application of this limit is to be determined from the fraction passing a size-selector with the characteristics defined in the ACGIH TLVs and BEIs Appendix D, paragraph C.

⁷ The 8-hour PEL is 50 ug/m³. If an employee is exposed to lead for more than 8 hours in any work day, the PEL, as a TWA for that day, shall be reduced according to the following formula: Maximum permissible limit (in ug/m³) = 400 divided by hours worked in that day. The Action Level is 30 ug/m³ averaged over an 8-hour period.

Section 3 - Hazards Identification

☆☆☆☆☆ Emergency Overview ☆☆☆☆☆

This formed solid metal product poses little or no immediate health or fire hazard. When product is subjected to welding, burning, melting, sawing, brazing, grinding, or other similar processes, potentially hazardous airborne particulate and fumes may be generated. Avoid inhalation of metal dusts and fumes. Operations having the potential to generate airborne particulates should be performed in well ventilated areas and, if appropriate, respiratory protection and other personal protective equipment should be used. Iron or steel foreign bodies imbedded in the cornea of the eye may produce rust stains unless removed fairly promptly.

Potential Health Effects

Primary Entry Routes: Inhalation and skin, if coated. Steel products in the natural state do not present an inhalation, ingestion or contact hazard. However, operations such as burning, welding, sawing, brazing, machining and grinding may result in the following effects if exposures exceed recommended limits as listed in Section 2.

Target Organs: Respiratory system.

Acute Effects:

- **Inhalation:** Excessive exposure to high concentrations of dust may cause irritation to the eyes, skin and mucous membranes of the upper respiratory tract. Excessive inhalation of fumes of freshly formed metal oxide particles sized below 1.5 microns and usually between 0.02-0.05 microns from many metals can produce an acute reaction known as "metal fume fever". Symptoms consist of chills and fever (very similar to and easily confused with flu symptoms), metallic taste in the mouth, dryness and irritation of the throat followed by weakness and muscle pain. The symptoms come on in a few hours after excessive exposures and usually last from 12 to 48 hours. Long-term effects from metal fume fever have not been noted. Freshly formed oxide fumes of manganese, copper and zinc have been associated with causing metal fume fever. Although not expected to cause effects based upon the quantity present in the material, inhalation or ingestion of lead particles may result in lead-induced systemic toxicity. Symptoms of lead poisoning include abdominal cramps, anemia, muscle weakness and headache.

- **Eye:** Excessive exposure to high concentrations of dust may cause irritation to the eyes. Particles of iron or iron compounds, which become imbedded in the eye, may cause rust stains unless removed fairly promptly. Torch or burning operations on steel products with surface treatments, oil coatings, or acrylic films may produce emissions that can be irritating to the eyes.
- **Skin:** Skin contact with dusts may cause irritation or sensitization, possibly leading to dermatitis. Repeated or prolonged contact with chemical surface treatments or oil residue may cause skin irritation, dermatitis, ulceration or allergic reactions in sensitized individuals.
- **Ingestion:** Ingestion of harmful amounts of this product as distributed is unlikely due to its solid insoluble form. Ingestion of dust may cause nausea and/or vomiting.

Chronic Effects: Chronic inhalation of metallic fumes and dusts are associated with the following conditions:

- **IRON OXIDE:** Chronic inhalation of excessive concentrations of iron oxide fumes or dusts may result in the development of a benign pneumoconiosis, called siderosis, which is observable as an X-ray change. No physical impairment of lung function has been associated with siderosis.
- **CALCIUM:** Depending on the concentration and duration of exposure, repeated or prolonged inhalation may cause inflammation of the respiratory passages, ulcers of the mucous membranes, and possible perforation of the nasal septum. Repeated or prolonged skin contact may cause dermatitis.
- **CARBON:** Chronic inhalation of high concentrations to carbon may cause pulmonary disorders.
- **COPPER:** Skin contact with dusts may cause irritation or sensitization, possibly leading to dermatitis. Repeated or prolonged contact with surface treatments or oil residue may cause skin irritation, dermatitis, ulceration or allergic reactions in sensitized individuals.
- **MANGANESE:** Chronic exposure to high concentrations of manganese fumes and dusts may adversely affect the central nervous system with symptoms including languor, sleepiness, weakness, emotional disturbances, spastic gait, mask-like facial expression and paralysis. Animal studies indicate that manganese exposure may increase susceptibility to bacterial and viral infections.
- **PHOSPHOROUS:** Inhalation of dusts and fumes of ferrophosphorus and phosphorous oxides may cause respiratory irritation.
- **SILICON:** Silicon dusts are a low health risk by inhalation and should be treated as a nuisance dust.
- **SULFUR:** Sulfur compounds, present in the fumes, may irritate the skin, eyes, lungs and gastrointestinal tract.
- **ALUMINUM:** Aluminum dusts/fines are a low health risk by inhalation and should be treated as a nuisance dust.
- **ANTIMONY:** Exposure to high concentrations of antimony dust or fumes can cause inflammation of the skin and mucous membranes, headache, dizziness, sleeplessness, bitter taste, nausea, vomiting, diarrhea, abdominal cramps, muscular pains, enlarged liver, pharyngitis, bronchitis, pneumonia.
- **LEAD:** Lead is classified among the highly toxic heavy metals. It is a cumulative hazard (accumulates in the bone and body tissue) and is a systemic poison that may affect a variety of organ systems, including the central nervous system, kidneys, reproductive system, blood formation, and gastrointestinal tract. Symptoms of chronic over-exposure include loss of appetite, nausea, metallic taste in the mouth, constipation, anxiety, anemia, fatigue, headache, muscle and joint pain, and colic accompanied by severe abdominal pain. Paralysis of the extensor muscles of the arms or legs, with wrist and/or foot drop, may result if the peripheral nervous system is affected. Long-term over-exposure may produce kidney damage. Reproductive damage is characterized by decreased sex drive, impotence, and sterility in men; and decreased fertility, abnormal menstrual cycles, and miscarriages in women. Unborn children may suffer neurological damage or developmental problems due to excessive lead exposure in pregnant women. Prolonged or repeated skin contact to lead dust may result in dermatitis. Systemic toxicity may develop if lead is transferred to the mouth by cigarettes, chewing tobacco, food or make-up. Prolonged eye contact may cause conjunctivitis.
- **ZINC:** Latent liver dysfunction and gastrointestinal disturbances with pressure in the stomach region, nausea, and weakness have been reported from repeated inhalation zinc oxide. Repeated or prolonged skin contact to zinc oxide, coupled with poor personal hygiene, may result in "oxide pox" due to clogging of sebaceous glands. "Oxide pox", especially localized to moist areas, is characterized by small red, hard projecting papules with a central white plug, which develops into a pustule with intense itching. The lesions usually clear within 7-10 days. Repeated or prolonged eye contact with zinc oxide fume may produce conjunctivitis.

Long-term inhalation exposure to high concentrations (over-exposure) to pneumoconiotic agents may act synergistically with inhalation of oxides, fumes or dusts of this product to cause toxic effects.

Chemical Surface Treatments/Coatings: The possible presence of chemical surface treatments and oil coatings should be considered when evaluating potential employee health hazards and exposures during handling and welding or other fume generating activities. Removal of surface coatings should be considered prior to such activities. Repeated or prolonged contact with chemical surface treatments or oil residue may cause skin irritation, dermatitis, ulceration or allergic reactions in sensitized individuals. Torch or burning operations on steel products with surface treatments, oil coatings or acrylic films may produce emissions that can be irritating to the eyes and respiratory tract. Inhalation of hexavalent chromium compounds may cause ulceration of the mucous membranes of the nasal septum and has been related to an increased incidence of lung cancer.

Carcinogenicity: The International Agency for Research on Cancer (IARC), the National Toxicology Program (NTP), and OSHA do not list steel products as carcinogens. IARC identifies lead and welding fumes as Group 2B carcinogens (possibly carcinogenic to humans). EPA lists lead as Group B2 (probable human carcinogen) based on a combination of sufficient evidence in animals and inadequate evidence in humans. When specified, a hexavalent chromium passivation treatment is applied to the product surface. IARC lists hexavalent chromium compounds as Group 1 (sufficient evidence for carcinogenicity in humans). NTP lists certain hexavalent chromium compounds as Group 1 (known to be carcinogenic). The American Conference of Governmental Industrial Hygienists (ACGIH) lists hexavalent chromium compounds as A1 (confirmed human carcinogen).

Medical Conditions Aggravated by Long-Term Exposure: Individuals with chronic respiratory disorders (i.e., asthma, chronic bronchitis, emphysema, etc.) may be adversely affected by any fume or airborne particulate matter exposure.

SARA Potential Hazard Categories: Immediate Acute Health Hazard; Delayed Chronic Health Hazard.

Section 4 - First Aid Measures

Inhalation: For over-exposure to airborne fumes and particulate, remove exposed person to fresh air. If breathing is difficult or has stopped, administer artificial respiration or oxygen as indicated. Seek medical attention promptly. Metal fume fever may be treated by bed rest, and administering a pain and fever reducing medication.

Eye Contact: Flush with large amounts of clean water to remove particles. Seek medical attention if irritation persists.

Skin Contact: Remove contaminated clothing. Wash affected areas with soap or mild detergent and water. If thermal burn has occurred, flush area with cold water and seek medical attention. If a persistent rash or irritation occurs, seek medical attention.

Ingestion: Not a probable route of industrial exposure. However, if ingested, seek medical attention immediately.

Section 5 - Fire-Fighting Measures

Flash Point: Not applicable

LEL: Not applicable

Flash Point Method: Not applicable

UEL: Not applicable

Burning Rate: Not applicable

Auto-ignition Temperature: Not applicable

Flammability Classification: Non-flammable, non-combustible

Extinguishing Media: Not applicable for solid product. Use extinguishers appropriate for surrounding materials.

Unusual Fire or Explosion Hazards: Not applicable for solid product. Do not use water on molten metal.

Hazardous Combustion Products: At temperatures above the melting point, fumes containing metal oxides and other alloying elements may be liberated. The acrylic resin in the ACRYZINC™ coating may yield particulates which are irritating to the eyes and respiratory tract and noxious gases such as the oxides of carbon.

Fire-Fighting Instructions: Do not release runoff from fire control methods to sewers or waterways.

Fire-Fighting Equipment: Wear a self-contained breathing apparatus (SCBA) with a full facepiece operated in pressure-demand or positive-pressure mode and full protective clothing.

Section 6 - Accidental Release Measures

Spill /Leak Procedures: Not applicable to steel in solid state. For spills involving finely divided particles, clean-up personnel should be protected against contact with eyes and skin. If material is in a dry state, avoid inhalation of dust. Fine, dry material should be removed by vacuuming or wet sweeping methods to prevent spreading of dust. Avoid using compressed air. Do not release into sewers or waterways. Collect material in appropriate, labeled containers for recovery or disposal in accordance with federal, state, and local regulations.

Regulatory Requirements: Follow applicable OSHA regulations (29 CFR 1910.120) and all other pertinent state and federal requirements.

Disposal: Contact your supplier or a licensed contractor for detailed recommendations. Follow applicable Federal, state, and local regulations.

Section 7 - Handling and Storage

Handling Precautions: Operations with the potential for generating high concentrations of airborne particulates should be evaluated and controlled as necessary. Practice good housekeeping. Avoid breathing metal fumes and/or dust.

Storage Requirements: Store away from acids and incompatible materials.

Section 8 - Exposure Controls / Personal Protection

Engineering Controls: Use controls as appropriate to minimize exposure to metal fumes and dusts during handling operations.

Ventilation: Provide general or local exhaust ventilation systems to minimize airborne concentrations. Local exhaust ventilation is preferred because it prevents contaminant dispersion into the work area by controlling it at its source.

Administrative Controls: Do not use compressed air to clean-up spills.

Respiratory Protection: Seek professional advice prior to respirator selection and use. Follow OSHA respirator regulations (29 CFR 1910.134) and, if necessary, wear a NIOSH-approved respirator. Select respirator based on its suitability to provide adequate worker protection for given working conditions, level of airborne contamination, and presence of sufficient oxygen.

Protective Clothing/Equipment: For operations which result in elevating the temperature of the product to or above its melting point or result in the generation of airborne particulates, use protective clothing, gloves and safety glasses to prevent skin and eye contact. Contact lenses should not be worn where industrial exposures to this material are likely. Use safety glasses or goggles as required for welding, burning, sawing, brazing, grinding or machining operations. Protective gloves should be worn as required for welding, burning or handling operations. Where the surface treatments are applied to the product, wear gloves when handling. Do not continue to use gloves or work clothing that has become saturated or soaked through with oil coating. Wash skin that has been exposed to oil with soap and water or waterless hand cleaner.

Section 9 - Physical and Chemical Properties

Physical State: Solid

Appearance and Odor: Metallic Gray, Odorless

Odor Threshold: Not applicable

Vapor Pressure: Not applicable

Vapor Density (Air=1): Not applicable

Formula Weight: Not applicable

Density: 7.85 g/cc

Specific Gravity (H₂O=1, at 4 °C): 7.85

pH: Not applicable

Water Solubility: Insoluble

Other Solubilities: Not applicable

Boiling Point: Not applicable

Viscosity: Not applicable

Refractive Index: Not applicable

Surface Tension: Not applicable

% Volatile: Not applicable

Evaporation Rate: Not applicable

Freezing/Melting Point: Base Metal – 2750 °F

Metallic Coating – 800-900 °F

Section 10 - Stability and Reactivity

Stability: Steel products are stable under normal storage and handling conditions.

Polymerization: Hazardous polymerization cannot occur.

Chemical Incompatibilities: Will react with strong acids to form hydrogen. Iron oxide dusts in contact with calcium hypochlorite evolve oxygen and may cause an explosion.

Conditions to Avoid: Storage with strong acids or calcium hypochlorite.

Hazardous Decomposition Products: Thermal oxidative decomposition of galvanized steel products can produce fumes containing oxides of zinc, iron and manganese as well as other elements. The acrylic resin in the ACRYZINC® coating may yield irritating particulates and noxious gases such as the oxides of carbon upon thermal oxidative decomposition.

Section 11 - Toxicological Information

No information is available for galvanized steel or ACRYZINC™ sheet as a mixture. The possible presence of chemical surface treatments and coatings should be considered when evaluating potential employee health hazards and exposures during handling and welding or other fume generating activities.

Eye Effects:

Eye contact with the individual components may cause particulate irritation. Implantation of iron particles in guinea pig corneas has resulted in rust rings with corneal softening about rust ring. Repeated or prolonged eye contact with zinc oxide fume may produce conjunctivitis.

Skin Effects:

Skin contact with the individual dust components may cause physical abrasion, irritation and dermatitis.

Toxicity Data:*

Acute Inhalation Effects:

Inhalation of the individual alloy components has been shown to cause various respiratory effects.

Acute Oral Effects:

No data available

Other: No LC50 or LD50 has been established for the mixture as a whole.

Iron LD50: 30 g/kg oral (rat). Calcium LD50: No data. Carbon LD50: No data. Copper TD_{Lo}: 120 ug/kg oral (human). Manganese LD50: 9 g/kg oral (rat). Phosphorous LD50: No data. Silicon LD50: 3160 mg/kg oral (rat). Sulfur LD: >8437 mg/kg oral (rat). Aluminum LD50: No data. Antimony LD50: No data. Lead TD_{Lo}: 450 mg/kg/6 yrs. oral (human). Zinc TC_{Lo}: 124 mg/m³/50 min. inhalation (human).

Chronic Effects: See Section 3.

Carcinogenicity: Lead; Chromium (in surface passivation treatment, if specified).

Mutagenicity: No data available

Teratogenicity: No data available

* See NIOSH, RTECS: (NO4565500) for additional toxicity data on iron; (EV8040000) for calcium, (FF5250000) for carbon; (GL5325000) for copper; (OO9275000) for manganese; (VW0400000) for silicon, (WS4250000) for sulfur; (BD0330000) for aluminum; (CC4025000) for antimony; (OF7525000) for lead; (ZG8600000) for zinc.

Section 12 - Ecological Information

Ecotoxicity: No data available for galvanized steel or ACRYZINC® sheet as a whole. However, individual components have been found to be toxic to the environment. Metal dusts may migrate into soil and groundwater and be ingested by wildlife. Lead can be bioaccumulated in plants and water organisms, especially shellfish.

Environmental Fate: No data available.

Environmental Degradation: No data available.

Soil Absorption/Mobility: No data available for galvanized steel or ACRYZINC® sheet as a whole. However, individual components have been found to be absorbed by plants from soil.

Section 13 - Disposal Considerations

Disposal: Steel scrap should be recycled whenever possible. Product dusts and fumes from processing operations should also be recycled, or classified by a competent environmental professional and disposed of in accordance with applicable federal, state or local regulations.

Container Cleaning and Disposal: Follow applicable Federal, state and local regulations. Observe safe handling precautions.

Section 14 - Transport Information

DOT Transportation Data (49 CFR 172.101):

Galvanized steel and ACRYZINC® sheet are not listed as hazardous substances under 49 CFR 172.101.

Shipping Name: Not applicable

Shipping Symbols: Not applicable

Hazard Class: Not applicable

ID No.: Not applicable

Packing Group: Not applicable

Label: Not applicable

Special Provisions (172.102): None

Packaging Authorizations

a) **Exceptions:** None

b) **Non-bulk Packaging:** Not applicable

c) **Bulk Packaging:** Not applicable

Quantity Limitations

a) **Passenger, Aircraft, or Railcar:** Not applicable

b) **Cargo Aircraft Only:** Not applicable

Vessel Stowage Requirements

a) **Vessel Stowage:** Not applicable

b) **Other:** Not applicable

Section 15 - Regulatory Information

Regulatory Information: *The following listing of regulations relating to a United States Steel Corporation product may not be complete and should not be solely relied upon for all regulatory compliance responsibilities.*

This product and/or its constituents are subject to the following regulations:

OSHA Regulations:

Air Contaminant (29 CFR 1910.1000, Table Z-1, Z-1-A): The product as a whole is not listed. However, individual components of the product are listed.

OSHA Specifically Regulated Substance: Lead (29 CFR 1910.1025).

EPA Regulations:

RCRA (40CFR261): Steel scrap is not regulated as a solid waste or a hazardous waste under this act. If product dusts and/or fumes from processing operations are not recycled, they are considered to be a solid waste and may be classified as a hazardous waste depending on the toxicity characteristics of the dust as defined within 40CFR261.24.

CERCLA Hazardous Substance (40 CFR 302.4): The product as a whole is not listed. However, individual components of the product are listed: Antimony (Reportable Quantity (RQ)-5000#), Copper (RQ-5000#), and Lead(RQ-10#). Manganese compounds are also listed although no reportable quantity is assigned to this generic or broad class.

SARA 311/312 Codes (40CFR370): Immediate (acute) health hazard and delayed (chronic) health hazard.

SARA 313 (40CFR372.65): Manganese and Zinc are subject to SARA 313 reporting requirements. . Please note that if you prepackage or redistribute this product to industrial customers, SARA 313 requires that a notice be sent to those customers.

State Regulations: The product as a whole is not listed in any state regulations. However, individual components of the product are listed in various state regulations.

Pennsylvania Right to Know: Contains regulated material in the following categories:

- **Hazardous Substances:** Calcium, Silicon and Sulfur.
- **Environmental Hazards:** Aluminum, Antimony, Copper, Lead, Manganese and Zinc.

New Jersey Right to Know: Contains regulated material in the following categories:

- **Hazardous Substance:** Aluminum (dust and fume), Antimony, Copper, Manganese and Sulfur.
- **Special Health Hazard Substances:** Lead.

California Prop. 65: This product may contain an extremely small amount of lead in the metallic coating. Per customer specification, an extremely small amount of hexavalent chromium passivation treatment may be applied to the surface of the galvanized steel product. Lead and hexavalent chromium are materials known to the State of California to cause cancer or reproductive toxicity. In addition, the product may also possibly contain trace quantities (generally much less than 0.1%) of other metallic elements known to the State of California to cause cancer or reproductive toxicity. These include arsenic (inorganic), cadmium and nickel.

Other Regulations: The product as a whole is not listed in any state regulations. However, individual components of the product are listed in various state regulations.

WHMIS Classification (Canadian): D-2

Section 16 - Other Information

Prepared By: United States Steel Corporation

Hazard Rating Systems:

NFPA Code: 1-0-0

HMIS Code: 1*-0-0 PPE: See Section 8 * Denotes possible chronic hazard if airborne dusts or fumes are generated.

Disclaimer: All information, recommendations, and suggestions appearing herein concerning this product are taken from sources or based upon data believed to be reliable. Although reasonable care has been taken in the preparation of this information, United States Steel Corporation extends no warranties or guarantees, express or implied, makes no representations, and assumes no responsibility as to the accuracy, reliability or completeness of the information presented. Since the actual use of the product described herein is beyond our control, United States Steel Corporation assumes no liability arising out of the use of the product by others. It is the user's responsibility to determine the suitability of the information presented herein, to assess the safety and toxicity of the product under their own conditions of use, and to comply with all applicable laws and regulations. Appropriate warnings and safe handling procedures should be provided to handlers and users.

HAZARDOUS COMMUNICATION LABEL



CARBON STEEL-METALLIC COATING

WARNING! CANCER HAZARD (CONTAINS LEAD AND/OR NICKEL).

EXPOSURE TO HIGH CONCENTRATIONS OF DUST OR FUME DURING WELDING, BURNING, MELTING, CUTTING, BRAZING, GRINDING AND POSSIBLY MACHINING, ETC., MAY PRODUCE IMMEDIATE OR DELAYED DAMAGE TO LUNGS OR OTHER ORGANS. EXPOSURE MAY ALSO CAUSE REPRODUCTIVE DISORDERS THROUGH INHALATION OR INGESTION OF LEAD.

EXCESSIVE INHALATION OF ZINC OXIDE FUMES FROM GALVANIZED PRODUCT (3C012) CAN PRODUCE AN ACUTE REACTION KNOWN AS "METAL FUME FEVER", WITH FLU-LIKE SYMPTOMS LASTING FROM 12 TO 48 HOURS.

THIS PRODUCT MAY BE COATED WITH MATERIALS THAT COULD RESULT IN SKIN IRRITATION WITH PROLONGED CONTACT.

PRECAUTIONS: AVOID BREATHING OR INGESTING DUST OR FUME. ADEQUATE VENTILATION IS REQUIRED WHILE WELDING, BURNING, MELTING, CUTTING, BRAZING, GRINDING AND MACHINING.

AVOID SKIN CONTACT IF MATERIAL IS COATED.

FIRST AID: FOR OVEREXPOSURE TO AIRBORNE DUST AND FUME, REMOVE EXPOSED PERSON TO FRESH AIR. IF BREATHING IS DIFFICULT OR HAS STOPPED, ADMINISTER ARTIFICIAL RESPIRATION OR OXYGEN AS INDICATED. SEEK MEDICAL ATTENTION PROMPTLY.

IF PRODUCT IS COATED AND EXCESSIVE SKIN CONTACT OCCURS, WASH WITH SOAP AND WATER. IF IRRITATION DEVELOPS, SEEK MEDICAL ATTENTION.

ADDITIONAL INFORMATION: REFER TO MATERIAL SAFETY DATA SHEETS USS CODE NOS. 3C012, 3C014, 3C015, FOR FURTHER INFORMATION ON SPECIFIC PRODUCTS.

United States Steel Corporation, 600 Grant Street, Room 2514H, Pittsburgh, PA 15219-2800



Material Safety Data Sheet

PermaBase® BRAND Cement Board Products

MSDS No: GB-1504

Date: May 22, 2006
Supersedes Date: January 26, 2004

1. PRODUCT AND COMPANY INFORMATION

Manufacturer Information:

National Gypsum Company
2001 Rexford Road
Charlotte, NC 28211

For Emergency Product Information Call:

Director Quality Services
(704) 551-5820 - 24 Hour Emergency Response
Website: www.nationalgypsum.com

Product Name: PermaBase
PermaBase Flex

Use: Underlayment for Ceramic Tile on floors, countertops, EIFS systems.

Generic Descriptions: Gray cementitious material sandwiched between two layers of fiber mesh with a double wrapped edge.

2. HAZARDS IDENTIFICATION

Appearance and Odor: Gray solid with slight organic odor upon opening that dissipates quickly.

Contains no asbestos. HMIS Hazard Class No. 1, 0, 0.

Emergency Overview

PermaBase® BRAND Cement Board Products do not present an inhalation, ingestion, or contact health hazard unless subjected to operations such as sawing, sanding or machining which result in the generation of airborne particulate. Dust generated is alkaline, and could cause corrosive damage to skin, tissues, and eyes. Wear eye and skin protection. This product also contains quartz (crystalline silica) as a naturally occurring contaminant. It is recommended that a NIOSH approved particulate respirator be worn whenever working with this product results in airborne dust exposure exceeding the prescribed limits. (See Section 11 - Toxicological Information)

OSHA Regulatory Status

While this material is not considered hazardous by the OSHA Hazard Communication Standard (29CFR 1910.1200), this MSDS contains valuable information critical to the safe handling and proper use of the product. This MSDS should be retained and available for employees and other users of this product.

2. HAZARDS IDENTIFICATION (CONTINUED)**Potential Health Effects**

Primary Routes of Entry: Inhalation, Dermal contact

Target Organs: Respiratory system, skin, eyes.

Inhalation: Acute exposure to airborne dust concentrations in excess of the PEL/TLV may result in coughing, dyspnea, wheezing, and a burning irritation of the nose, throat, and upper respiratory tract, along with possible impaired pulmonary function. Chronic exposures may result in lung disease (silicosis and/or lung cancer). (See Section 11 - Toxicological Information)

Exposures to respirable crystalline silica have not been documented during normal use of this product. However, good housekeeping practices and industrial hygiene monitoring is recommended when the potential for significant exposure exists.

Skin Contact: Contact with wet portland cement may cause severe irritation, redness, and possible burns. Continued and prolonged contact may result in drying of the skin. Contact with dust or glass fibers may produce itching, rash and/or redness. Repeated or prolonged exposure may result in dermatitis.

Eye Contact: Contact with dust may cause burns and/or mechanical irritation. Do not wear contact lenses if dust will be generated.

Ingestion: Wet product is alkaline, and may cause chemical burns to the mouth, throat, esophagus and stomach. Gastrointestinal irritation or bleeding may develop.

3. COMPOSITION/INFORMATION ON INGREDIENTS

<u>Component</u>	<u>CAS-Number</u>	<u>Weight Percent</u>
Portland Cement	65997-15-1	<25
High Alumina Cement	65997-16-2	<6
Pozzolan		<25
Sand		<50
Naphthalene Sulfonate		<2
Crystalline Silica (Quartz)	14808-60-7	<5
Fiberglass Scrim	65997-17-3	<5

4. FIRST AID MEASURES

- **Inhalation:** Remove exposed individual to fresh air immediately. If breathing difficulty persists, seek medical attention.
- **Skin:** Flush and wash skin with soap and water. Utilize lotions to alleviate dryness if present. Seek medical attention if irritation persists.
- **Eye:** Do not rub or scratch eyes. Immediately flush eyes with water for 15 minutes. Seek medical attention to evaluate for burns or scratches.
- **Ingestion:** Product is not intended to be ingested. Large amounts may cause abdominal discomfort or possible obstruction of the digestive tract. Seek medical attention if problems persist.

4. FIRE FIGHTING MEASURES

Flammable Properties

- Not flammable or combustible
- NFPA Hazard Class No: 0/0/0

Extinguishing media

- Dry chemical, foam, water, fog or spray

Protection of firefighters

- Standard protective equipment and precautions

Fire and Explosion Hazards

- None

Hazardous Combustion Products

- None known

6. ACCIDENTAL RELEASE MEASURES

Not applicable, as product is an article composite.

General recommendations:

- Wear appropriate Personal Protective Equipment. (See Section 8)
- Maintain proper ventilation.
- Pick-up larger pieces to avoid a tripping hazard. Sweep or vacuum remaining material into a waste container for disposal. Use a light water spray to minimize dust generation.
- Waste material is not a hazardous waste. Dispose of in accordance with applicable federal, state, and local regulations.

7. HANDLING AND STORAGE

- Avoid contact with eyes, skin and clothing.
- Wear recommended personal protective equipment when handling. (See Section 8)
- Avoid breathing dust.
- Minimize generation of dust.
- Utilize proper lifting techniques when moving product and employ mechanical/ergonomic assistance when possible (i.e. move with forklifts, hold in place with lifts) to minimize the risk of back injury.
- Store material in a cool, dry, ventilated area, away from excessive heat or sunlight.
- Store panels flat to minimize damage.
- Do not stack panels too high when storing to minimize the risk of falling.



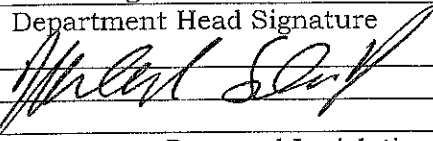
Nassau

County

Office of Purchasing

A-35-17

Subject: Taser Guns (RQPD17000059)

Department:
Office of PurchasingDepartment Head Name:
Eric NaughtonDepartment Head Signature


Date: June 6, 2017

Vendor Name:
Axon Enterprise, Inc.Contract Number
A-35-2017Contract Manager Name
Anette Sullivan

Proposed Legislative Action

	To	Date	Approval	Info	Other
	Assgn Comm				
	Rules Comm				
	Full Leg				

Internal Approvals

Date & Init.	Approval	Date & Init.	Approval
	Dept. Head	6/22/17	Counsel to C.E.
	Budget	6/22/17	County Atty.
6/22/17	Deputy C.E.	6/22/17	County Exec.

Narrative

Purpose: To authorize and award a purchase order for Taser Guns for the Nassau County Police Department.

Discussion: This request is for a sole source purchase of Taser Guns. Axon Enterprise, Inc., formally TASER International, is the manufacturer and distributor of "Taser devices" in New York State.

Unique Features only found in the TASER Device:

Charge Metering: Optimizes the amount of current that is output.

APPM: Providing an audible alert and shuts off the discharge cycle automatically after 5 seconds.

Evidence.com Lite: Free service that allows you to manage your device and allows free online updates of the firmware.

Impact on Funding: A purchase order in the amount of Two Hundred Thirty-Five Thousand Seven Hundred Seventy-One Dollars (\$235,771.) from general funds for Two Hundred (200) Taser Guns, batteries, holsters and ammunition, and includes instructor training at no charge.

Recommendation: Office of Purchasing recommends an award to Axon Enterprise, Inc. as the sole provider of these Taser Guns.

APPROVED:  6/16/17

INSURANCE SECTION

(DATE)

2017 JUN 22 PM 12:23

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE

A-20-2017 COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

TO: CLERK OF THE COUNTY LEGISLATURE

A-35-2017

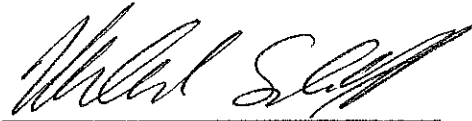
FROM: ERIC NAUGHTON, DEPUTY COUNTY EXECUTIVE-FINANCE

DATE: JUNE 12, 2017


SUBJECT: RESOLUTION–NASSAU COUNTY POLICE DEPARTMENT

THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO AUTHORIZE AN AWARD AND TO EXECUTE A PURCHASE ORDER IN THE AMOUNT OF TWO HUNDRED THIRY-FIVE THOUSAND SEVEN HUNDRED SEVENTY-ONE DOLLARS (\$235,771.00) ON BEHALF OF NASSAU COUNTY POLICE DEPARTMENT TO AXON ENTERPRISE, INC. FOR TASER GUNS FOR NASSAU COUNTY POLICE DEPARTMENT

THE ABOVE DESCRIBED DOCUMENT ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW AND APPROVAL AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.



ERIC NAUGHTON

 DEPUTY COUNTY EXECUTIVE-FINANCE

MS: br

ENCL: (1) STAFF SUMMARY
(2) DISCLOSURE STATEMENT
(3) RESOLUTION
(4) SOLE SOURCE DOCUMENTS
(5) QUOTAITON
(6) CERTIFICATE OF LIABILITY INSURANCE
(7) POLITICAL CONTRIBUTION FORM



A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT AND AXON ENTERPRISE, INC.

WHEREAS, the Director is representing to the Rules Committee that the firm, AXON ENTERPRISE, INC. is a sole source provider and meets all specifications for the product described in the said contract as determined by the Director of the Office of Purchasing.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Director, Office of Purchasing to award and execute the said Purchase Order with AXON ENTERPRISE, INC.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

No.

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 5/8/17
Vendor: Axon Enterprise, Inc.
Signed: [Signature]
Print Name: Josh Isner
Title: EVP Global Sales

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

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BIDDER

EVP Global Sales

TITLE

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Axon Enterprise, Inc.

Address: 17800 N. 85th Street

City, State and Zip Code: Scottsdale, AZ 85255

2. Entity's Vendor Identification Number: 86-0741227

3. Type of Business: ☒ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

See Attached.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

See attached.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

Mark Grossman, Principal , Mark Grossman Public Relations, 1113 Orchid Circle, Bellport, NY

11713, 631-786-0404

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

Communications with leadership in the Nassau County Police Department and the Nassau County Sheriff's Department.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

Registered with the County of Nassau, County of Suffolk, and the State of New York.

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 5/18/17

Signed: 

Print Name: Josh Isner

Title: EVP Global Sales

Officers:

- Rick Smith, CEO
- Luke Larson, President
- Jawad Ahsan, CFO
- Doug Klint, General Counsel and Secretary
- ✓ • Josh Isner, EVP Global Sales- 9687 E West View Dr., Scottsdale, AZ 85255

Directors:

- Chairman of the board: Michael Garnreiter
- Director: Patrick Smith
- Director: Dr. Matthew R. McBrady
- Director: Dr. Richard Carmona
- Director: Mark Kroll, Ph. D
- Director: Judy Martz Fmr. Montana Governor
- Director: Hadi Partovi
- Director: Bret Taylor

All Other Officers and Directors Addresses are to be listed as: 17800 N. 85th Street, Scottsdale, AZ 85255



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Mark J. Grossman, Principal, Mark Grossman Public Relations,

1113 Orchid Circle, Bellport, NY 11713, 631-786-0404.

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

Registered in Nassau County, Suffolk County, and the State of New York.

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

Retained by National Strategies, LLC on behalf of Axon (formerly TASER Int'l)

National Strategies, LLC
1990 K Street NW, Suite 320
Washington, DC 20006
Tel: 202-349-7024

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See page 4 for a complete description of lobbying activities.

Procurement activities related to Axon/Taser body armor cameras as well
as conducted electrical weapons.

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

Nassau County Police Department and Nassau County Sheriff's Department.

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. During the previous year, has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee? If none, you must so state:

None.

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

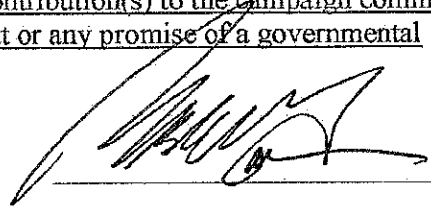
I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 05/03/2017

Signed:



Print Name:

Mark J. Grossman

Title:

Principal

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name JOSH ISNER
Date of birth 12/17/85
Home address 91087 E WEST VIEW DR
City/state/zip SCOTTSDALE AZ 85255
Business address 17800 N 85TH ST
City/state/zip SCOTTSDALE AZ 85255
Telephone 602-904-3780
Other present address(es) 28 LANYARD WAY
City/state/zip MASHPEE, MA 02649
Telephone 602-904-3780
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President / / Treasurer / /
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / / Partner / /
Vice President 12/05/14 / /
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO If Yes, provide details. A portion of my compensation is in stock. JMI
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO X If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES NO X If Yes, provide details.

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OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?
YES _____ NO X If Yes, provide details for each such instance.
- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES _____ NO X If Yes, provide details for each such instance.
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES _____ NO X If Yes, provide details for each such instance.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES _____ NO X If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If "Yes", provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

- a) Is there any felony charge pending against you? YES _____ NO X If Yes, provide details for each such charge.
- b) Is there any misdemeanor charge pending against you? YES _____ NO X If Yes, provide details for each such charge.
- c) Is there any administrative charge pending against you? YES _____ NO X If Yes, provide details for each such charge.
- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES _____ NO X If Yes, provide details for each such conviction.
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES _____ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES _____ NO X If Yes, provide details for each such occurrence.

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OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

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TITLE

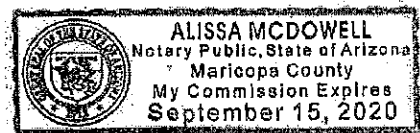
CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, JOSH ISNER, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 2 day of June 2017

[Signature]
Notary Public



AXON ENTERPRISE (FORMERLY TASER, INTL)
Name of submitting business

JOSH ISNER
Print name

[Signature]
Signature

EVP, GLOBAL SALES
Title

6 / 2 / 17
Date

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[Signature]
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EVP, GLOBAL SALES
TITLE

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none". No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 5/18/17

1) Proposer's Legal Name: Axon Enterprise, Inc.

2) Address of Place of Business: 17800 N. 85th Street, Scottsdale, AZ 85255

List all other business addresses used within last five years:
1100 Olive Way, Suite 1300, Seattle, WA 98101

3) Mailing Address (if different): None

Phone: 800-978-2737

Does the business own or rent its facilities? Both- See 10K

4) Dun and Bradstreet number: 832176382

5) Federal I.D. Number: 860741227

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Other
(Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes _____ No X If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes No ☒ If Yes, provide details.

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OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (If a contract). _____
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ___ No X If Yes, provide details for each such charge. _____
- b) Any misdemeanor charge pending? Yes ___ No X If Yes, provide details for each such charge. _____
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No X If Yes, provide details for each such conviction _____
- d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No X If Yes, provide details for each such conviction. _____

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OFFICE OF PURCHASING
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FORMAL SEALED BID PROPOSAL

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No X If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ___ No X; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No conflict exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No conflict exists.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.
See attached.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation; September 7, 1993.

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OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; -See 10K.
- iii) Name, address and position of all officers and directors of the company; -See 10K.
- iv) State of Incorporation (if applicable); Delaware.
- v) The number of employees in the firm; 791.
- vi) Annual revenue of firm; \$268.2 M for 2016.
- vii) Summary of relevant accomplishments - See attached.
- viii) Copies of all state and local licenses and permits. - None.

B. Indicate number of years in business. 24.

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. None.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company See attached.

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

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EVP Global Sales

TITLE

Company See attached.

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company See attached.

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

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ENP Global Sales

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CERTIFICATION

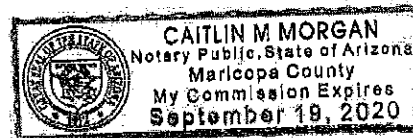
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Josh Isner, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 10th day of May

2017

Caitlin M Morgan
Notary Public



Name of submitting business: Axon Enterprise, Inc.

By: Josh Isner
Print name
[Signature]
Signature

EVP Global Sales
Title

5 / 18 / 17
Date

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE

[Signature]
BIDDER

EVP Global Sales
TITLE

1. New York State Police
1220 Washington Avenue Building 22
Albany NY 12226 US
Trooper Phil Shappy
E: PHILIP.SHAPPY@troopers.ny.gov
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2. Westchester County Police
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3. Suffolk County Police
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Axon Enterprise, Inc. (Axon) is committed to complying with the highest legal, ethical and professional standards for conducting business. Axon has a comprehensive Code of Business Conduct and Ethics that it will make available upon request. With respect to conflicts of interest, Axon's policy requires strict adherence with all relevant state, local, federal and other applicable laws, rules and regulations. Attorneys with Axon's Legal or Sales Operations departments review and approve all contracts to ensure the absence of any conflict of interest.

ABOUT AXON

Axon Enterprise, Inc. (formerly TASER International, Inc.) has deployed over 220,000 cameras in over 6,000 law enforcement agencies, including body-worn cameras ("BWCs") and TASER Cam recorders designed for use with our conducted electrical weapons ("CEWs").

Our Axon team is based around the globe, with our headquarters and manufacturing in Scottsdale, AZ and our software engineering office in Seattle, WA. Other offices include our European headquarters in Amsterdam and offices in London and Daventry, UK. Our company is the market leader in conducted electrical weapons and body-worn video.

Company History

Our reputation has been built on the TASER conducted electrical weapon ("CEW"), a ubiquitous tool used worldwide by law enforcement, military, correctional, professional security and users in personal protection markets. TASER CEWs use proprietary technology to incapacitate dangerous, combative, or high-risk subjects who pose a risk to law enforcement/correctional officers, innocent citizens, or themselves, and CEWs are generally recognized as a safer alternative to other uses of force. The use of TASER devices dramatically reduces injury rates for law enforcement officers and suspects. Today, over 18,000 law enforcement agencies in 107 countries use TASER CEWs.

Years of working with law enforcement deploying our CEW solutions gave us insight into the current needs of our customers, and we used the knowledge we gained to design additional solutions for evidence capture and management. Our cameras are more than just tools, they're wearable technology, designed with a specific end in mind – safety and efficiency for your agency.

Not only do we focus on using our knowledge and customer insight to make policing better today, but we're always thinking about the future. Our goal is to become the leading provider of technology to law enforcement, and this objective informs all the decisions we make, whether they be in product design or in how we spend our research and development dollars.

Today, we continue to define smarter policing with our growing suite of technology solutions, including our body-worn video cameras, our in-car cameras, our mobile apps, and Evidence.com, our secure cloud-based digital evidence management platform.

Company Timeline

- **April 5, 2017** - TASER International, Inc. changed its corporate identity to Axon Enterprise, Inc. (NASDAQ: AAXN) to reflect a broader solution set that expands

beyond conducted electrical weapons to include cameras, mobile devices, and advanced technology solutions for law enforcement

- **May 2001** - The company became publicly traded on the NASDAQ stock exchange (TASR)
- **January 5, 2001** - TASER International, Inc. was incorporated in Delaware
- **December 1993** - ICER Corporation changed its name to AIR TASER Inc. Thereafter, in April 1998, AIR TASER, Inc. changed its name to TASER International, Incorporated
- **September 7, 1993** – Axon was first incorporated in Arizona as ICER Corporation

Company Mission

Axon's business is bigger than cameras, or TASER weapons. We're in the solutions business, where we connect devices, people, and apps through the Axon network. **Our mission is simple: Protect Life.**

We are a mission-driven company that is intent on providing industry-leading technology solutions for law enforcement, and we hope to partner with you as we continue to innovate and develop additional products and services as your needs evolve in lockstep with modern policing.

Company Values

Our vision is big: we're working every day to make the bullet obsolete. To make this a reality, we live and breathe six core values that serve as guiding principles:

- **BE OBSESSED** Walk with the customer as you transform their world.

We never want to develop or sell something that you don't want or need. We're obsessed with creating products that solve real problems and add value. If it doesn't benefit you, then we rethink what we're doing.

- **AIM FAR** Think big with a long-term view.

We want to reinvent the world to be a safer, better place. We've failed spectacularly a few times, but that's what you get when you aim for the stars. That's our final destination.

- **WIN RIGHT** Win with integrity.

We are fiercely competitive and have an unquenchable thirst to win, but we don't think winning and doing the right thing are mutually exclusive. Our challenge is to make them synonymous — and never compromise our integrity.

- **OWN IT** Commit, take action, and deliver.

We empower individuals to step up and take initiative. Be an owner and see things through to completion. That's the only way we've been able to succeed as a company, and it's the only we'll continue to grow.

- **JOIN FORCES** Act as one global team.

Creating the future is a team sport. When a company scales globally in 40 different markets with multiple technology stacks ranging from wearables and cloud to electronic weapons, you need teamwork. We're one global team committed to an audacious vision.

- **EXPECT CANDOR** Deliver with respect. Assume positive intent.

Candor gets critical issues elevated and the truth on the table — it gets us to the right answer faster. How can we be the best version of ourselves and the best company we can be if we can't offer and be given critical feedback?

TASER INTERNATIONAL INC

FORM 10-K (Annual Report)

Filed 03/06/17 for the Period Ending 12/31/16

Address	17800 N. 85TH ST. SCOTTSDALE, AZ 85255
Telephone	480-991-0797
CIK	0001069183
Symbol	TASR
SIC Code	3480 - Ordnance And Accessories, Except Vehicles And
Industry	Aerospace & Defense
Sector	Industrials
Fiscal Year	12/31

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form 10-K

(Mark One)

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2016

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission File Number: 001-16391

TASER International, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

17800 North 85 th Street
Scottsdale, Arizona

(Address of principal executive offices)

86-0741227

(I.R.S. Employer
Identification No.)

85255

(Zip Code)

Registrant's telephone number, including area code:

(480) 991-0797

Securities registered pursuant to Section 12(b) of the Act:

Title of each class

Common Stock, \$0.00001 par value per share

Name of exchange on which registered

The Nasdaq Global Select Market

Securities registered pursuant to Section 12(g) of the Act:

None

(Title of Class)

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

☒

Accelerated filer

☐

Non-accelerated filer

☐

(Do not check if a smaller reporting company)

Smaller reporting company

☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

The aggregate market value of the common stock held by non-affiliates of the registrant, based on the last sales price of the issuer's common stock on June 30, 2016, which was the last business day of the registrant's most recently completed second fiscal quarter, as reported by NASDAQ, was approximately

\$1,273,000,000 . Solely for purposes of this disclosure, shares of common stock held by executive officers and directors of the registrant as of such date have been excluded because such persons may be deemed to be affiliates. This determination of executive officers and directors as affiliates is not necessarily a conclusive determination for any other purposes.

The number of shares of the registrant's common stock outstanding as of February 15, 2017 was 52,334,648

DOCUMENTS INCORPORATED BY REFERENCE

Parts of the registrant's definitive proxy statement for its 2017 annual meeting of stockholders to be prepared and filed with the Securities and Exchange Commission not later than 120 days after December 31, 2016 are incorporated by reference into Part III of this Form 10-K.

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PART I

Statements contained in this report that are not historical are “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933, as amended (the “Securities Act”), and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), including statements regarding our expectations, beliefs, intentions and strategies regarding the future. We intend that such forward-looking statements be subject to the safe-harbor provided by the Private Securities Litigation Reform Act of 1995. Such forward-looking statements relate to, among other things:

- our intentions about future development efforts and activities, including our intentions to invest in research and development as well as the development of new product and service lines and enhanced features for our existing product and service lines;
- our need and the willingness of customers to upgrade and replace existing conducted electrical weapons (“CEW”) units;
- that we may have more sales denominated in foreign currencies in 2017 ;
- our intention to increase our investment in the development of sales in the international, military and law enforcement market;
- our plans to expand our sales force;
- that cloud and mobile technologies are fundamentally changing the police environment;
- our plan to invest in web activities and law enforcement trade shows in 2017 ;
- our intention to not pay dividends;
- that increases in marketing and sales activities will lead to an increase in sales;
- our belief that the video evidence capture and management market will grow significantly in the near future and the reasons thereto;
- our intentions to continue to pursue the personal security market;
- our intention to grow direct sales;
- the sufficiency of our facilities and our strategy to expand manufacturing capacity if needed;
- that we may lease facilities from parties that specialize in handling and manufacturing of firearm materials;
- that we expect to continue to depend on sales of our X2 and X26P CEW devices;
- our strategy and plans, and the expected benefits relating thereto, to expand our international sales;
- that we expect further increases in our trial Axon programs and that these programs will lead to additional sales;
- our intention to apply for and prosecute our patents;
- that selling, general and administrative expense will increase in 2017 ;
- that research and development expenses will increase in 2017 ;
- the timing of the resolution of uncertain tax positions;
- our intention to hold investments to maturity;
- the effect of interest rate changes on our annual interest income;
- that we may engage in currency hedging activities;
- our intentions concerning, and the effectiveness of, our ongoing marketing efforts through web activities, trial programs, tech summits and law enforcement trade shows;
- the benefits of our CEW products compared to other lethal and less-lethal alternatives;
- the benefits of our Axon products compared to our competitors’;
- our belief that customers will honor multi-year contracts despite the existence of appropriations (or similar) clauses;
- our belief that customers will renew their Evidence.com service subscriptions at the end of the contractual term;
- our insulation from competition and our competitive advantage in the weapons business;
- estimates regarding the size of our target markets and our competitive position in existing markets;
- the availability of alternative materials and components suppliers;
- the benefits of the continued automation of our production process;
- the sufficiency and availability of our liquid assets and capital resources;
- our financing and growth strategies, including: our decision not to pay dividends, potential joint ventures, mergers and acquisitions, stock repurchases and hedging activities;
- the safety of our products;

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- our litigation strategy; including the outcome of legal proceedings in which we are currently involved;
- our ability to maintain secure and consistent customer data access and storage, including the use of third-party data storage providers, and the impact of a loss of customer data, a breach of security or an extended outage;
- our ability to attract and retain the qualified professional services necessary to implement and maintain our business, both through employment and through other partnership arrangements;
- the effect of current and future tax strategies;
- the impact of recently adopted and future accounting standards;
- that the complaint filed by Digital Ally is frivolous; and
- the ultimate resolution of financial statement items requiring critical accounting estimates.

These statements are qualified by important factors that could cause our actual results to differ materially from those reflected by the forward-looking statements. Such factors include, but are not limited to, those factors detailed in Part I Item 1A of this Annual Report on Form 10-K entitled "Risk Factors." The risks included in the foregoing list are not exhaustive. Other sections of this report may include additional factors that could adversely affect our business and financial performance. New risk factors emerge from time to time, and it is not possible for management to predict all such factors, nor can it assess the impact of all such risk factors or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements. We undertake no obligation to update or revise any forward-looking statements to reflect changed assumptions, the occurrence of unanticipated events or changes to expectations over time.

TASER International, Inc. owns the following trademarks: ADVANCED TASER, Axon, TASER, XREP, the bolt on West Hemisphere logo, the bolt on ball logo, the bolt on circle logo, and the bolt within circle logo, all registered in the United States. All other trademarks and service marks including Bolt, CheckLok, C2, X2, X3, M18, M26, Protect Life, Protect Truth, Pulse, Strikelight, X26, X26C, X26P, X12, XREP, Axon Flex, Axon Body, Axon Body 2, Axon Flex 2, Axon Interview, Axon Fleet, Axon Mobile, Axon Signal, Evidence.com, Shockwave, TASER CAM and designs belong to TASER International, Inc., except as expressly indicated as belonging to another.

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Item 1. Business

Company Background and Business Strategy

TASER International, Inc.'s (the "Company" or "TASER" or "we" or "our") core mission is to protect life through innovative technologies that make communities safer. We are the market leader in the development, manufacture and sale of conducted electrical weapons ("CEWs") designed for use by law enforcement, corrections, military forces, private security personnel and by private individuals for personal defense. We are also the market leader in connected wearable on-officer cameras which utilize our cloud-based digital evidence management solution which is part of our Axon network that connects devices, apps and people to serve law enforcement. Our core goal is to have every officer in the world carry a TASER, deploy an Axon camera and be connected to the Axon network. Our key strategies going into Fiscal 2017 are as follows:

- **Devices** : Launch innovative new products, scale Axon Fleet, scale existing Axon cameras and devices
- **Apps** : Drive incremental usage, expand the product platform and deliver quality at scale
- **People** : Drive network adoption, achieve full deployment, grow global markets and maximize service plans and product bundles.

Technological innovation is the foundation of our long-term growth. By investing in research and development, we will continue to develop novel, high-value solutions across our product platforms. In 2016, we continued to refine our Axon platform by developing next generation applications and devices. In December 2016, the Company launched a new artificial intelligence ("AI") group called "Axon AI." The Company acquired certain proprietary technology, and hired a team of researchers and engineers to accelerate the introduction of new AI-powered capabilities for public safety. The technology acquired is aimed at improving the accuracy, efficiency and speed of processing images and video to enable customers to gain more insight from video, photos and audio. In January 2017, the Company completed another acquisition bringing the Axon AI team of researchers and engineers to nearly 20. This transaction included the acquisition of a computer-vision and deep learning systems to make the visual contents in video searchable in real time. This acquisition will give customers the ability to quickly isolate and analyze the most important aspects of footage from large amounts of video data.

Company Organization

Our products are sold directly to law enforcement agencies and through a network of distribution channels we developed for selling and marketing our products and services. The Company manages its business primarily on a geographic basis. Domestic law enforcement agencies are served through the Company's headquarters in Scottsdale, Arizona, and its Axon business unit located in Seattle, Washington, with various sales representatives strategically located throughout the United States. TASER International, B.V. (the "BV"), a wholly owned subsidiary of the Company, located in Amsterdam, Netherlands, serves as a permanent international headquarters. During 2016, the BV formed Axon Public Safety Australia Pty LTD to better facilitate growth and serve existing customers in the Australian region. The Company also has subsidiaries located in the United Kingdom ("UK"), Germany and Canada.

In May 2015, the Company acquired all of the outstanding common stock of MediaSolv Solutions Corporation ("MediaSolv"). MediaSolv provided solutions for interview room video, closed-circuit television and on-premise digital evidence management. The acquisition also allowed the Company to leverage MediaSolv's existing network and customer relationships. In July 2015, the Company acquired, through one of its wholly owned subsidiaries, all of the outstanding common stock of Tactical Safety Responses Limited ("TSR"), the Company's licensed distributor in the United Kingdom ("UK"). The acquisition has allowed the Company to expand operations in the UK and grow its in-country sales and support team.

The Company's operations are comprised of two reportable segments: the sale of CEWs, accessories and other related products and services (the "TASER Weapons" segment); and the Axon business, focused on devices, wearables, applications, cloud and mobile products (the "Axon" segment). Within the Axon segment, the Company includes only revenues and costs attributable to that segment which include: costs of sales for both products and services, direct labor, selling expense for the sales team, product management and marketing expenses, trade shows and related expenses, finance and accounting expenses, and research and development for products included, or to be included, within the Axon segment. All other costs are included in the TASER Weapons segment. Further information about our reportable segments and sales by geographic region is included in Notes 1(p) and 16 of the consolidated financial statements in Part II Item 8 of this Annual Report on Form 10-K.

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Products

TASER Weapons Products

We make CEWs that use our proprietary Neuro Muscular Incapacitation (“NMI”) effects for two main types of market segments: (i) the law enforcement, military, corrections and private security markets; and (ii) the consumer market. Our products use a replaceable cartridge containing compressed nitrogen to deploy and propel two small probes that are attached to the CEW by insulated conductive wires with lengths ranging from 15 to 35 feet. Our CEWs transmit electrical pulses along the wires and into the body affecting the sensory and motor functions of the peripheral nervous system. The basic design is to provide incapacitating effects that last in cycles of five seconds for our law enforcement, military, corrections and private security products and up to thirty seconds for our consumer market models. This effect can be extended, if necessary, by the operator.

The benefits of using CEWs in the field have been significant. By some studies, TASER CEWs have prevented death or serious injury more than 178,000 times from the first deployment in 2000 to the end of 2016. In addition to protecting life, the use of these devices instead of other force options has significantly reduced injuries for suspects and officers with substantial liability and workers’ compensation savings to government agencies around the world.

The following products are core to the Company's TASER Weapons product line:

TASER X26P - The X26P is currently our smallest and most compact Smart Weapon for law enforcement and military use, and is ergonomically designed with ease of performance in mind. TASER Smart Weapons are built on an all-digital platform, and have the ability to regulate charge output, perform health checks, update firmware over the Internet and provide analytics displaying how and when someone uses a device. Through the Company's Evidence.com platform important records, such as event logs and pulse logs, can be viewed and analyzed. Event logs save every user action for record-keeping, including safety activation, and trigger event duration with times, dates, and battery life. Pulse logs display a pulse-by-pulse record of weapon output.

TASER X2 - The X2, designed for law enforcement and the military but available to general consumers, provides users with the same Smart Weapon features as the X26P. Additionally, the X2 incorporates law enforcement agencies’ most requested features such as a backup shot, dual lasers to ensure accuracy, and a warning arc to ensure accuracy and effectiveness. The warning arc, a visible electric charge, increases voluntary surrenders and helps stop conflicts from escalating. It issues an audible and visual warning directly over the front of live cartridges.

TASER C2 - The C2 is one of the Company's consumer CEW models. The C2 features the same NMI effects as those available to law enforcement in a discreet appearance and compact and light form factor. The TASER C2 provides incapacitating effects that lasts in cycles of 30 seconds which is intended to allow adequate time for the user to escape the threat.

TASER Pulse - During January 2016, the Company introduced its newest consumer product, the TASER Pulse CEW, which is a sub-compact model with a newly designed form factor with additional features as compared to the TASER C2, all at a comparable price point. The TASER Pulse became available for sale in the first quarter of 2016.

Replacement Cartridges - We manufacture multiple cartridge types for varying ranges and purposes. Types of cartridges include, among others, standard cartridges, smart cartridges and training cartridges. Smart cartridges communicate with the fire control system within the TASER X2 indicating the type of cartridge loaded in each bay and its deployment status. Standard cartridges are designed for use within the X26P CEW systems and are also used in our legacy X26E and M26 products. The Company also offers standard replacement cartridges for the C2 and Pulse consumer models. Our cartridges are available in unique variations for warm and cold climates, training scenarios, and tactical situations.

Axon Connected Solutions

Axon creates connected technologies for truth in public safety. As a segment of TASER, we're building on a history of innovation in policing. Axon is more than a collection of individual technologies; it is a cohesive ecosystem. Every product works together, built by the same team of engineers and supported by the same technicians. Every product from our Smart Weapons to our body-worn cameras to our digital evidence management system integrates seamlessly with one another, and often complements the systems and processes a customer already uses. Below are the products and features that are core to the Axon platform.

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Hardware Products:

Axon Body 2 - Axon Body 2 builds upon the original platform bringing officers new features such as high-definition ("HD") video, wireless fidelity ("Wi-Fi") offload capabilities, longer battery life, and additional security enhancements. Both the original Axon Body and Axon Body 2 eliminate the need for the camera to be mounted above the shoulder of the individual and rather hooks into the shirt of the officer at mid-chest level. These cameras also eliminate all wires from the wearer's body.

Axon Flex - The Axon Flex camera system records video and audio of critical incidents from the visual perspective of the officer. Axon Flex provides complete flexibility in how an officer chooses to wear the device, including an option to deploy as an attachment to Oakley Flak Jacket™ eyewear.

Axon Flex 2 - The Axon Flex 2 builds upon the original Axon Flex camera system and was designed with a more rugged industrial design, new mounts and advanced capabilities like unlimited HD video, a 120-degree field of view, extended battery life, improved buffering and wireless activation.

TASER CAM HD - The TASER CAM is a recording device, which integrates with Evidence.com, that captures both video and audio of potential and actual TASER use incidents as an accessory to a TASER CEW. The device can capture video and audio before, during and after a TASER CEW deployment, which provides law enforcement with a greater level of accountability to support their use of TASER weapons against a resistant subject.

Axon Fleet - Axon Fleet is a breakthrough in-car video system with advanced capabilities and a price that is significantly less than traditional systems. Axon Fleet includes automatic activation, HD video and a flexible design. It is also upgraded continuously behind the scenes with new software features, and is part of a powerful platform that connects mobile, cloud, and wearable technologies.

Axon Interview - Axon Interview is a video and audio recording system designed for the critical context of the interview room. The system records crucial interviews with redundant, high-quality video and audio technology, ensuring that every moment is captured. The system is available with a 24/7 buffering option that allows agencies to capture key dialogue even after it occurs.

Axon Dock - With the Axon Dock, the camera charging station is also the automatic data downloader. At the end of a shift, the Axon Dock syncs video from the user's Axon Flex or Axon Body camera during routine charging. Videos are uploaded directly to Evidence.com, eliminating manual filing processes.

Axon Signal - Axon Signal is a technology that enables Axon Body 2, Axon Flex, Axon Flex 2 and Axon Fleet cameras to start recording automatically upon certain triggering events such as the opening of a patrol car door, activation of a patrol car lightbar or when a TASER X26P or X2 Smart Weapon is unholstered.

Axon Software and Mobile Technologies:

Evidence.com - As the sources of digital evidence expand, storage alone is not enough to keep track of the body-worn camera videos, photos, audio recordings and other data that is overwhelming agency servers and systems. Evidence.com is a robust end-to-end solution that not only allows agencies to store all that data, but also enables new workflows for managing and sharing that data. Officers and command staff can upload content from Axon and TASER devices or other systems easily, manage it simply with search and retrieval features, and then collaborate effortlessly with prosecutors by using powerful sharing features. When storage needs or users increase, the cloud-based system allows agencies to scale instantly and cost-effectively. Evidence.com offers several license options, ranging in price, that tailors to the needs of agencies of all sizes. We currently offer our Basic, Standard and Pro licenses that contain incremental feature sets with Pro license containing all of the advanced features currently available. The Company also offers its Ultimate license that includes the Pro license features with Axon camera upgrades and extended warranty services. The Company's Unlimited plan contains the offerings under the Ultimate tier, and includes unlimited HD storage of Axon digital evidence uploads. Finally, the Company offers its Officer Safety Plan tier that provides the highest value by bundling a TASER Smart Weapon with all of the features offered in the Unlimited Plan. All product and service revenues described above, with the exception of the TASER Smart Weapon, are included in the Company's calculation of Axon segment bookings.

Evidence.com for Prosecutors - The same end-to-end evidence management solutions of Evidence.com now allow prosecutors to manage evidence of any type from any agency, all in one place. Ramp-up time is immediate, and scaling to meet future needs is effortless. Files can be shared during discovery, complete chain of custody is maintained, and all evidence is encrypted. Plus, for prosecuting attorneys working with agencies already using Evidence.com, standard prosecutor licenses are provided at no cost.

Evidence Sync - Evidence Sync is a desktop-based application that enables evidence in any format, from any source to be uploaded to Evidence.com. TASER Smart Weapon logs, Axon camera videos, dash cam and interview room footage, still photos and more can be uploaded, stored, and managed in one location accessible anytime, anywhere. Sources new and old—from TASER devices

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or other brands—are equally supported. Network servers, SD cards, CDs, and computer folders can be synced with ease, and frequently used folders or drives can be set up to automatically sync on schedule.

Axon Capture - Axon Capture is a mobile application built specifically to allow officers to capture digital evidence right from the field. The app eliminates the need to carry three separate devices for photo, video, and audio recording. Instead, it builds upon the capabilities of an officer's mobile phone with the security and organization needed to protect truth. Officers can add tags, titles or GPS coordinates to any recordings before uploading the data to Evidence.com.

Axon View - Axon View is a mobile application that wirelessly connects with an Axon camera to provide instant playback of unfolding events from the field, in the field, and the app's live display ensures the camera is positioned correctly.

Axon Five - Axon Five is the most complete software application available to help customers enhance and analyze images and videos. An unmatched feature set lets a customer uncover details that assists officers in solving crimes. Since time is valuable, Axon Five also automates time-consuming tasks like removing duplicated or mismatched frames, making officers more productive at work.

Axon Convert - Is a local software solution that gives customers the power to convert unplayable file formats with ease. It ingests and converts files in minutes with only a few clicks, making manual conversion a thing of the past. Since we know maintaining an evidence trail is important, Axon Convert not only produces a playable file, but also preserves the original file and creates a report detailing the exact conversion/translation changes.

Axon Detect - Axon Detect is a photo analysis program for tamper detection. It goes beyond image-matching to offer a robust suite of authentication tools to certify evidence in-house. This reduces the need for external consultants, shortens turnaround time, and allows for use of evidence captured by the public.

Markets and Distribution

Law Enforcement

Our primary target market for both our weapon and video products is federal, state and local law enforcement agencies in the U.S. and throughout the world. In the law enforcement market, more than 17,800 law enforcement agencies in nearly 150 countries have made initial purchases of our TASER brand devices for testing or deployment. We estimate that in the U.S., approximately two-thirds of all law enforcement patrol officers carry a TASER CEW and internationally, approximately one out of every fifty eligible law enforcement officers carries a TASER CEW. Our goal is to have our CEWs be standard issue equipment for all domestic and international law agencies.

Other Markets

We also target military forces, private security, correctional facilities and consumer personal protection markets to provide technologies that offer a less lethal force of protection.

U.S. Distribution

The Company sells directly to law enforcement agencies in the U.S. as well as through a distribution network. Distributors are selected based upon their reputation within their respective industries, contacts and distribution network. Our regional sales managers work closely with the distributors in their territory to inform and educate the law enforcement communities. We continue to monitor our law enforcement distributors closely to help ensure that our service standards are achieved. Where appropriate, we intend to grow our direct sales over time. Distributors often allow us to penetrate regions at lower fixed costs; however, direct sales allow us greater control over the customer relationship.

Sales in the private citizen market are primarily made through our distributors and our website. We have implemented a variety of marketing initiatives to support sales of our consumer products, with a focus on web, public relations and consumer trade shows. We have consulted with professional digital media and public relations professionals to assist us in media and press events, and editorial placements along with attending numerous trade shows specifically to target the consumer market.

International Distribution

We market and distribute our CEW products to foreign markets through our international subsidiaries as well as through a network of distributors. For geographical and cultural reasons, our distributors usually have a territory defined by their country's

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borders. These distributors market both our law enforcement, military, and corrections products, and our consumer products where allowed by law. Our distributors work with local law enforcement, military and corrections agencies in the same manner as our domestic market distributors. For example, they may perform demonstrations, attend industry trade shows, maintain country specific websites, engage in print advertising and arrange training classes.

In order to more effectively engage customers internationally, we have also implemented direct sales teams strategically located throughout each major geographic region of the world. Having dedicated sales personnel stationed full time in these regions will allow us to better serve existing customers as well as execute our sales and marketing strategies more efficiently in order to continue to grow our customer base in new markets.

Manufacturing

We perform light manufacturing, final assembly, and final test operations at our headquarters in Scottsdale, Arizona, and own substantially all of the equipment required to develop, prototype, manufacture and assemble our finished products. This includes critical injection molds, schematics, automation equipment, test equipment and prototypes utilized by our supply chain for the conversion of raw materials into sub-assemblies. We have implemented lean/six sigma methodologies to optimize most direct and indirect resources within the organization, which has helped boost capacity for existing products, as well as provide flexibility to accommodate production of new TASER and Axon product introductions. We are currently operating one to two production shifts depending on inventory levels and demand. However, other capacity options, including the use of additional shifts, will be considered should we experience higher demand resulting from large orders of legacy or new product releases. We continue to maintain our ISO 9001 certification.

The Company currently purchases finished circuit boards and injection-molded plastic components from suppliers located in the U.S., Mexico and Taiwan. Although the Company currently obtains many of these components from single source suppliers, the Company owns the injection molded component tooling used in their production. As a result, management believes it could obtain alternative suppliers in most cases without incurring significant production delays. The Company also purchases small, machined parts from a vendor in Taiwan, custom cartridge assemblies from a proprietary vendor in the U.S., and electronic components from a variety of foreign and domestic distributors. Management believes that there are readily available alternative suppliers in most cases who can consistently meet the Company's needs for these components. The Company acquires most of its components on a purchase order basis and does not have long-term contracts with suppliers. Therefore, many components used by the Company, could at times be subject to industry-wide shortage, and significant pricing fluctuations that could materially adversely affect the Company's financial condition and operating results.

Business Seasonality and Product Introductions

The Company has historically experienced higher net sales in its second and fourth quarters compared to other quarters in its fiscal year due to municipal budget cycles. Additionally, new product introductions can significantly impact net sales, product costs and operating expenses. However, historical seasonal patterns, municipal budgets or historical patterns of product introductions should not be considered reliable indicators of the Company's future net sales or financial performance.

Backlog

Our backlog for products and services includes all orders that have been received and are believed to be firm. As of December 31, 2016 and 2015 our backlog was \$384.2 million and \$183.9 million, respectively. Included in our backlog as of December 31, 2016 and 2015 was deferred revenue of \$85.2 million and \$51.0 million, respectively. Of the deferred revenue balances recorded at December 31, 2016 and 2015, current deferred revenue was \$45.1 million and \$20.9 million, respectively.

Competition

Law Enforcement, Corrections and Private Security Markets

Law enforcement customers partner with TASER for the long-term. The primary competitive factors in the law enforcement and corrections market include a weapon's accuracy, effectiveness, safety, cost, ease of use and an exceptional customer experience. We are aware of competitors providing competing CEW products, primarily in international markets.

We also believe our CEWs compete indirectly with a variety of other less-lethal alternatives. These alternatives include, but are not limited to, pepper spray, batons and impact weapons sold by companies such as Defense Technology. We believe our TASER brand devices' advanced technology, versatility, portability, effectiveness, built-in accountability systems, and low injury rate enable us to compete effectively against these other less-lethal alternatives.

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Private Citizen Market

CEWs have gained limited acceptance in the private citizen market. These devices primarily compete with guns, but also with other less lethal weapons such as pepper spray. The primary competitive factors in the private citizen market include a weapon's cost, effectiveness, safety and ease of use.

Video Evidence Market

The video evidence capture and management market segment is a highly fragmented and competitive market. Continued evolution in the industry and technology shifts are creating opportunities for both established and new competitors. Key competitive factors include: product performance; product features; product quality and warranty; total cost of ownership; data security; data and information work flows; company reputation and financial strength; and relationship with customers.

Our digital evidence management system, Evidence.com, is a cloud-based platform. Cloud computing fundamentally changes the way local, state and federal government agencies will develop and deploy software applications. Applications used by these agencies have historically required the agency to deploy their own infrastructure of servers, storage, network devices and operating systems. With a cloud-based system, the entire storage infrastructure is managed by third-parties who specialize in infrastructure management. Agencies use Internet web browsers to access the application. Our cloud-based Evidence.com service enables agencies to store, manage and analyze digital evidence. We believe our end-to-end solution of Axon and Evidence.com is a compelling value proposition for law enforcement agencies to implement.

Regulatory Matters

U.S. Regulation

The majority of TASER weapons, as well as the cartridges used by these devices, are subject to regulations; however, most are not considered to be a "firearm" by the U.S. Bureau of Alcohol, Tobacco, Firearms and Explosives. The TASER XREP, a non-core shotgun CEW product, does use a propellant system which falls under the definition of a "firearm" and is, therefore, subject to federal firearms-related regulations. Many states have regulations restricting the sale and use of stun guns, hand-held shock devices and electronic weapons. We believe existing stun gun laws and regulations apply to our devices.

In many cases, the law enforcement and corrections market is subject to different regulations than the private citizen market. Where different regulations exist, we assume the regulations affecting the private citizen market also apply to the private security markets, except as the applicable regulations otherwise specifically provide.

As of December 31, 2016, the possession of stun guns by the general public, including TASER CEWs, is prohibited in five states: Hawaii, Massachusetts, New Jersey, New York, and Rhode Island, as well as in the District of Columbia. Some cities and municipalities also prohibit private citizen possession or use of our CEW products.

We are also subject to environmental laws and regulations, including restrictions on the presence of certain substances in electronic products. Reference is made to Section 1A, Risk Factors under the heading "Environmental laws and regulations subject us to a number of risks and could result in significant liabilities and costs."

Evidence.com is subject to government regulation of the Internet in many areas, including telecommunications, data protection, user privacy and online content.

U.S. Export Regulation

CEWs are considered a crime control product by the U.S. government. Accordingly, the export of our devices is regulated under export administration regulations. As a result, we must obtain export licenses from the Department of Commerce for all shipments to foreign countries other than Canada. Most of our requests for export licenses have been granted, and the need to obtain these licenses has not caused a material delay in our shipments. Export regulations also prohibit the further shipment of our products from foreign markets in which we hold a valid export license to foreign markets in which we do not hold an export license for our products.

The Department of Commerce restricts the export of technology used in our CEWs. These regulations apply to both the technology incorporated in our CEW systems and to the processes used to produce them. The technology export regulations do not apply to production that takes place within the U.S. but is applicable to some sub-assemblies and controlled items manufactured outside the U.S.

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Foreign Regulation

Foreign regulations, which may affect our devices, and sale thereof, are numerous and often unclear. We prefer to work with a distributor who is familiar with the applicable import regulations in each of our foreign markets. Experience with foreign distributors in the past indicates that restrictions may prohibit certain sales of our products in a number of countries. The vast majority of countries permit TASER devices to be sold and used by law enforcement. We maintain strong communication channels with our distributors to ensure we are aware of those countries where TASER CEW devices are prohibited or restricted.

Contracts

Our business is affected by numerous laws and regulations, including those related to the award, administration and performance of contracts. Governmental agencies generally have the ability to terminate our contracts, in whole or in part, for reasons including, but not limited to, non-appropriation of funds. We monitor our policies and procedures with respect to our contracts on a regular basis to enhance consistent application under similar terms and conditions, as well as compliance with all applicable laws and regulations.

Intellectual Property

We protect our intellectual property with U.S. and foreign patents and trademarks. Our patents and pending patent applications relate to technology used by us in connection with our products. We also rely on international treaties, organizations and foreign laws to protect our intellectual property. As of December 31, 2016, we hold 122 U.S. patents, 54 U.S. registered trademarks, 100 foreign patents, and 257 foreign registered trademarks, and also have numerous patents and trademarks pending. We continuously assess whether and where to seek formal protection for particular innovations and technologies based on such factors as the commercial significance of our operations and our competitors' operations in particular countries and regions, our strategic technology or product directions in different countries, and the degree to which intellectual property laws exist and are meaningfully enforced in different jurisdictions. TASER has the exclusive rights to many Internet domain names primarily including 'TASER.com', 'Axon.com', 'Axon.net', 'Evidence.com' and 'Axon.io.'

Confidentiality agreements are used with employees, consultants and key suppliers to help ensure the confidentiality of our trade secrets.

Research and Development

Our research and development initiatives focus on next generation technology. Internally funded research has been primarily focused on improvements to existing TASER products and digital evidence management systems and other cloud-based apps, or the development of new applications for TASER technology that we believe generally will have broad market appeal. Our investment in internally funded research and development totaled \$30.6 million, \$23.6 million and \$14.9 million in 2016, 2015, and 2014, respectively.

Within the Axon segment, the Company's team of application developers conduct research and development initiatives for cloud applications, wearable and mobile technologies in law enforcement, focused specifically on new revenue opportunities that align with our Axon product solutions.

Within the TASER Weapons segment, current research and development initiatives include bio-medical research and electrical, mechanical and software engineering. We expect that future CEW development projects will focus on extending the range, reducing the size, improving the functionality and developing new delivery options for our products.

Our return on investment is intended to be realized over the long-term, although new systems and technologies often can have a more immediate impact on our business.

Employees

As of December 31, 2016, we had 699 full-time employees and 202 temporary employees. The breakdown of our full-time employees by department is as follows: 175 direct manufacturing employees and 524 administrative and manufacturing support employees. Of the 524 administrative and manufacturing support employees, 213 were involved in sales, marketing, communications and training. Of the 202 temporary employees, more than 92% worked in direct manufacturing roles. Our employees are not covered by any collective bargaining agreement, and we have never experienced a work stoppage. We believe that our relations with our employees are good.

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Available Information

We were incorporated in Arizona in September 1993 as ICER Corporation. We changed our name to AIR TASER, Inc. in December 1993 and to TASER International, Incorporated in April 1998. In January 2001, we reincorporated in Delaware as TASER International, Inc.

Our Annual Report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 are available free of charge on our website at <http://www.TASER.com> as soon as reasonably practicable after we electronically file such material with, or furnish such material to, the SEC. The SEC maintains a website that contains reports, proxy and information statements and other information regarding issuers that file electronically with the SEC at <http://www.sec.gov>.

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Item 1A. Risk Factors

Because of the following factors, as well as other variables affecting our operating results, our past financial performance may not be a reliable indicator of our future performance and historical trends should not be used to anticipate our results or trends in future periods.

We are materially dependent on acceptance of our products by law enforcement markets, both domestic and international. If law enforcement agencies do not continue to purchase and use our products, our revenues will be adversely affected.

At any point, due to external factors and opinions not related to product performance, law enforcement agencies may elect to no longer purchase our CEWs or video products

We substantially depend on sales of our TASER X26P and X2 CEWs, and if these products do not continue to be widely accepted, our growth prospects will be diminished.

In the years ended December 31, 2016, 2015 and 2014, we derived our revenues predominantly from sales of TASER CEW brand devices and related cartridges, and expect to depend on sales of these products for the foreseeable future. We are seeing a large number of customers upgrade their devices to the X2 or the new X26P device, which we introduced in 2011 and 2013, respectively. This is a trend we expect to continue. A decrease in the selling prices of, or demand for these products, or their failure to maintain broad market acceptance, would significantly harm our growth prospects, operating results and financial condition.

The success of our Evidence.com software as a service (“SaaS”) delivery model is materially dependent on acceptance of this business model by our law enforcement customers. Delayed or lengthy time to adoption by law enforcement agencies will negatively impact our sales and profitability.

A substantial number of law enforcement agencies may be slow to adopt our Evidence.com digital data evidence management and storage solution, requiring extended periods of trial and evaluation. The hosted service delivery business model is not presently widely adopted by our law enforcement customer base. As such, the sales cycle has additional complexity with the need to educate our customers and address issues regarding agency bandwidth requirements, data retention policies, data security and chain of evidence custody. Delays in successfully securing widespread adoption of Evidence.com services could adversely affect our revenues, profitability and financial condition.

If we are unable to design, introduce and sell new products or new product features successfully, our business and financial results could be adversely affected.

Our future success will depend on our ability to develop new products or new product features that achieve market acceptance in a timely and cost-effective manner. The development of new products and new product features is complex, time consuming and expensive, and we may experience delays in completing the development and introduction of new products. We cannot provide any assurance that products that we may develop in the future will achieve market acceptance. If we fail to develop new products or new product features on a timely basis that achieve market acceptance, our business, financial results and competitive position could be adversely affected.

Delays in product development schedules may adversely affect our revenues and cash flows.

The development of CEWs, cameras and software products such as Evidence.com is a complex and time-consuming process. New products and enhancements to existing products can require long development and testing periods. Our increasing focus on our SaaS platform also presents new and complex development issues. Significant delays in new product or service releases or significant problems in creating new products or services could adversely affect our revenue.

We face risks associated with rapid technological change and new competing products.

The technology associated with law enforcement devices is receiving significant attention and is rapidly evolving. While we have some patent protection in certain key areas of our CEW, Axon and SaaS technology, it is possible that new technology may result in competing products that operate outside our patents and could present significant competition for our products which could adversely affect our revenue.

Defects in our products could reduce demand for our products and result in a loss of sales, delay in market acceptance and damage to our reputation.

Complex components and assemblies used in our products may contain undetected defects that are subsequently discovered at any point in the life of the product. Defects in our products may result in a loss of sales, delay in market acceptance and damage to our reputation and increased warranty costs, which could have a material adverse effect on profitability and financial condition.

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If our security measures are breached and unauthorized access is obtained to customers' data or our data, our network, data centers and service may be perceived as not being secure, customers may curtail or stop using our service and we may incur significant legal and financial exposure and liabilities.

Our service involves the storage and transmission of customers' proprietary information, and security breaches could expose us to a risk of loss of this information, litigation and possible liability. We devote significant resources to engineer secure products and ensure security vulnerabilities are mitigated. Despite these efforts, security measures may be breached as a result of third-party action, employee error, and malfeasance or otherwise. Breaches could occur during transfer of data to data centers or at any time, and result in unauthorized access to our data or our customers' data. Third-parties may attempt to fraudulently induce employees or customers into disclosing sensitive information such as user names, passwords or other information in order to gain access to our data or our customers' data. Additionally, hackers may develop and deploy viruses, worms, and other malicious software programs that attack or gain access to our networks and data centers. Because the techniques used to obtain unauthorized access, or to sabotage systems, change frequently and generally are not recognized until launched against a target, we may be unable to anticipate these techniques or to implement adequate preventative measures. Any security breach could result in a loss of confidence in the security of our service, damage our reputation, lead to legal liability and negatively impact our future sales.

Interruptions or delays in service from our third-party cloud storage providers for our Evidence.com service, or the loss or corruption of digitally stored evidence, would impair the delivery of our service and harm our business.

We currently serve our Evidence.com customers from third-party cloud storage providers based in the U.S. and other countries. Interruptions in our service, or loss or corruption of digital evidence, may reduce our revenue, cause us to issue credits or pay penalties, cause customers to terminate their subscriptions and adversely affect our renewal rates and our ability to attract new customers. Our business will also be harmed if our customers and potential customers believe our service is unreliable.

Most of our end-user customers are subject to budgetary and political constraints that may delay or prevent sales.

Most of our end-user customers are government agencies. These agencies often do not set their own budgets and therefore, have limited control over the amount of money they can spend. In addition, these agencies experience political pressure that may dictate the manner in which they spend money. As a result, even if an agency wants to acquire our products, it may be unable to purchase them due to budgetary or political constraints, particularly in challenging economic environments. There can be no assurance that the economic and budgeting issues will not worsen and adversely impact sales of our products. Some government agency orders may also be canceled or substantially delayed due to budgetary, political or other scheduling delays which frequently occur in connection with the acquisition of products by such agencies and such cancellations may accelerate or be more severe than we have experienced historically.

We expend significant resources in anticipation of a sale due to our lengthy sales cycle and may receive no revenue in return.

Generally, law enforcement and corrections agencies consider a wide range of issues before committing to purchase our products, including product benefits, training costs, the cost to use our products in addition to, or in place of, other products, budget constraints and product reliability, safety and efficacy. The length of our sales cycle may range from a few weeks to as long as several years. Adverse publicity surrounding our products or the safety of such products has in the past and could in the future, lengthen our sales cycle with customers. In the past, we believe that the Company's sales were adversely impacted by negative publicity surrounding our products or the use of our products. We may incur substantial selling costs and expend significant effort in connection with the evaluation of our products by potential customers before they place an order. If these potential customers do not purchase our products, we will have expended significant resources and received no revenue in return.

Due to municipal government funding rules, certain of our contracts are subject to appropriation (or similar) cancellation clauses, which could allow our customers to cancel contracts in the future.

Although TASER has entered into contracts for the delivery of products and services in the future and anticipates the contracts will be completed, if agencies do not appropriate money in future year budgets, or if other cancellation clauses are invoked, revenue associated with these bookings will not ultimately be recognized, and will result in a reduction to bookings.

Changes in civil forfeiture laws may affect our customers' ability to purchase our products

Some of our customers use funds seized through civil forfeiture proceedings to fund the purchase of our products. Changes in state legislatures could impact our customers' ability to seize funds or use seized funds to fund purchases. Changes in civil forfeiture statutes or regulations are outside of our control and could limit the amount of funds available to our customers which could adversely affect the sale of our products.

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SaaS revenue for Evidence.com is recognized over the terms of the contracts, which may be several years, and, as such, trends in new business may not be immediately reflected in our operating results.

Our SaaS product revenue is generally recognized ratably over the terms of the contracts, which generally range from one to five years. As a result, most of the SaaS revenue we report each quarter is the result of agreements entered into during previous quarters. Consequently, current positive or negative trends in this portion of our business may not be fully reflected in our revenue results for several periods.

We utilize multiple third-party cloud-based storage providers to host the Axon Evidence.com platform.

Utilizing and administering multiple cloud-based storage providers may result in duplication of efforts and resources, increased cost structure, and organization complexities. These complexities and additional costs could adversely affect our business, financial condition or operating results.

We may face personal injury, wrongful death and other liability claims that harm our reputation and adversely affect our sales and financial condition.

Our CEW products are often used in aggressive confrontations that may result in serious, permanent bodily injury or death to those involved. Our CEW products may be associated with these injuries. A person, or the family members of a person, injured in a confrontation or otherwise in connection with the use of our products, may bring legal action against us to recover damages on the basis of theories including wrongful death, personal injury, negligent design, defective product or inadequate warning. We are currently subject to a number of such lawsuits and we have recently been subject to significant adverse judgments and settlements. We may also be subject to lawsuits involving allegations of misuse of our products. If successful, wrongful death, personal injury, misuse and other claims could have a material adverse effect on our operating results and financial condition and could result in negative publicity about our products. Although we carry product liability insurance, we do incur significant legal expenses within our self-insured retention in defending these lawsuits and significant litigation could also result in a diversion of management's attention and resources, negative publicity and a potential award of monetary damages in excess of our insurance coverage. The outcome of any litigation is inherently uncertain and there can be no assurance that our existing or any future litigation will not have a material adverse effect on our revenues, our financial condition or financial results.

Other litigation may subject us to significant litigation costs and judgments and divert management attention from our business.

We have been or could in the future be involved in numerous other litigation matters relating to our products, contracts and business relationships, including litigation against persons who we believe have infringed on our intellectual property, infringement litigation filed against the Company, litigation against a competitor and litigation filed by a former distributor against the Company. Such matters have resulted, and are expected to continue to result in, substantial costs to us, judgments, settlements and some diversion of our management's attention, which could adversely affect our business, financial condition or operating results. There is also a risk of adverse judgments, as the outcome of litigation is inherently uncertain.

If we are unable to protect our intellectual property, we may lose our competitive advantage or incur substantial litigation costs to protect our rights. We may be subject to intellectual property infringement claims, which could cause us to incur litigation costs and divert management attention from our business.

Our future success depends upon our proprietary technology. Our protective measures, including patents, trademarks, copyrights, trade secret protection, and Internet identity registrations, may prove inadequate to protect our proprietary rights and market advantage. The right to stop others from misusing our trademark and service marks in commerce depends, to some extent, on our ability to show evidence of enforcement of our rights against such misuse in commerce. Our efforts to stop improper use, if insufficient, may lead to loss of trademark and service mark rights, brand loyalty and notoriety among our customers and prospective customers. The scope of any patent to which we have or may obtain rights to may not prevent others from developing and selling competing products. The validity and breadth of claims covered in technology patents involve complex legal and factual questions, and the resolution of such claims may be highly uncertain, lengthy and expensive. In addition, our patents may be held invalid upon challenge, or others may claim rights in or ownership of our patents. Moreover, we are subject to litigation with parties that claim, among other matters, that we infringed their patents or other intellectual property rights. The defense and prosecution of patent and other intellectual property claims are both costly and time consuming and could result in a material adverse effect on our business and financial position.

Also, any intellectual property infringement claims against us, with or without merit, could be costly and time-consuming to defend and divert our management's attention from our business. If our products were found to infringe a third-party's proprietary rights, we could be forced to enter into costly royalty or licensing agreements in order to be able to sell our products or discontinue use of the protected technology. Such royalty and licensing agreements may not be available on terms acceptable to us or at all.

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There is no guarantee that our use of conventional technology searching and brand clearance searching will identify all potential rights holders. Rights holders may demand payment for past infringements and/or force us to accept costly license terms or discontinue use of protected technology and/or works of authorship that may include, for example, photos, videos, and software. Our current research and development focus on developing software-based products increases this risk.

In foreign countries we can enforce patent rights only in the jurisdictions in which our patent applications have been granted.

Our U.S. patents protect us from imported infringing products coming into the U.S. from abroad. We have made applications for patents in a few foreign countries; however, these may be inadequate to protect markets for our products in other foreign countries. Each foreign patent is examined and granted according to the law of the country where it was filed independent of whether a U.S. patent on similar technology was granted. A patent in a foreign country may be subject to cancellation if the claimed invention has not been sold in that country. Meeting the requirements of working invention differs by country and ranges from sales in the country to manufacturing in the country. U.S. export law, or the laws of some foreign countries, may prohibit us from satisfying the requirements for working the invention, creating a risk that some of our foreign patents may become unenforceable.

Government regulations applied to our CEW products may affect our markets for and sales of these products.

We rely on the opinions of the U.S. Bureau of Alcohol, Tobacco, Firearms and Explosives, including the determination that a device that has projectiles propelled by the release of compressed gas in place of the expanding gases from ignited gunpowder, are not classified as firearms. Changes in statutes, regulations, and interpretation outside of our control may result in our products being classified or reclassified as firearms. Our private citizen market could be substantially reduced if consumers are required to obtain a registration to own a firearm prior to purchasing our products.

Federal regulation of sales in the U.S. : With the exception of the TASER XREP, our CEWs are not firearms regulated by the U.S. Bureau of Alcohol, Tobacco, Firearms and Explosives, but our consumer products are regulated by the U.S. Consumer Product Safety Commission. Although there are currently no Federal laws restricting sales of our core CEW products in the U.S., future Federal regulation could adversely affect sales of our products.

Federal regulation of international sales : Our CEW devices are considered a "crime control" product by the U.S. Department of Commerce ("DOC") for export directly from the U.S. Consequently, we must obtain an export license from the DOC for the export of our CEW devices from the U.S. other than to Canada. In addition, certain of our camera and software products require classifications from the DOC before they may be shipped internationally. Our inability to obtain DOC export licenses or classifications on a timely basis for sales of our products to our international customers could significantly and adversely affect our international sales.

State and local regulation: Our CEW devices are controlled, restricted or their use prohibited by a number of state and local governments. Our CEW devices are banned from private citizen purchase or use by statute in five states: Hawaii, Massachusetts, New Jersey, New York, and Rhode Island, as well as in the District of Columbia. Some cities and municipalities also prohibit private citizen possession or use of our CEW products. Other jurisdictions may ban or restrict the sale of our CEW products and our product sales may be significantly affected by additional state, county and city governmental regulation.

Foreign regulation : Certain foreign jurisdictions prohibit, restrict, or require a permit for the importation, sale, possession or use of CEWs, including in some countries by law enforcement agencies, limiting our international sales opportunities.

We face unique regulatory and political challenges presented by international markets.

Our international business, including any expansion in new international markets, may be adversely affected by local laws and customs and U.S. laws applicable to foreign operations, including the Foreign Corrupt Practices Act.

Risks inherent in international operations also include, among others:

- Foreign countries could change laws and regulations, change tax structures, or impose currency restrictions and other restraints;
- Risks associated with the Foreign Corrupt Practices Act and local anti-bribery law compliance;
- Political changes and economic crises may lead to changes in the business environment in which we operate;
- Local distributors of our products may not comply with existing laws and regulations;
- Some countries impose burdensome tariffs and quotas; and
- Economic sanctions may be imposed by the U.S. on some countries, which could disrupt the markets for products we sell, even if we do not sell in the target country.

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An attempt by the President's administration to withdraw from or materially modify the North American Free Trade Agreement ("NAFTA") and certain other international trade agreements could adversely affect our business, financial condition and results of operations.

A portion of our business activities are conducted in foreign countries. The President's administration has made comments suggesting that it was not supportive of certain existing international trade agreements, including NAFTA. At this time, it remains unclear what the administration would or would not do with respect to these international trade agreements. If action is taken to withdraw from, or materially modify NAFTA or certain other international trade agreements, our business, financial condition and results of operations could be adversely affected.

United Kingdom Vote to Exit the European Union

On June 23, 2016, the United Kingdom ("U.K.") held a referendum in which voters approved an exit from the European Union ("E.U."), commonly referred to as "Brexit". As a result of the referendum, it is expected that the British government will begin negotiating the terms of the U.K.'s future relationship with the E.U. Although it is unknown what those terms will be, it is possible that there will be greater restrictions and potential increased costs, as well as increased regulatory complexities. These changes may adversely affect our operations and financial results.

Environmental laws and regulations subject us to a number of risks and could result in significant liabilities and costs.

We are subject to various state, federal and international laws and regulations governing the environment, including restricting the presence of certain substances in our products and making producers for those products financially responsible for the collection, treatment, recycling and disposal. Environmental legislation within the European Union ("EU") may increase our cost of doing business internationally and impact our revenues from EU countries as we comply with and implement these requirements.

The EU has published Directives on the restriction of certain hazardous substances in electronic and electrical equipment (the "RoHS Directive") and on electronic and electrical waste management (the "WEEE Directive"). The RoHS Directive restricts the use of a number of substances, including lead. The WEEE Directive directs members of the EU to enact laws, regulations, and administrative provisions to ensure that producers of electric and electronic equipment are financially responsible for the collection, recycling, treatment and environmentally responsible disposal of certain products sold into the EU. In addition, similar environmental legislation has been or may be enacted in other jurisdictions, including the U.S. (under federal and state laws) and other countries, the cumulative impact of which could be significant.

We continue to monitor the impact of specific registration and compliance activities required by the RoHS and WEEE Directives. We endeavor to comply with applicable environmental laws, yet compliance with such laws could increase our operations and product costs, increase the complexities of product design, procurement, and manufacturing, limit our ability to manage excess and obsolete non-compliant inventory, limit our sales activities, and impact our future financial results. Any violation of these laws can subject us to significant liability, including fines, penalties, and prohibiting sales of our products into one or more states or countries, and result in a material adverse effect on our financial condition.

Regulations related to voice, data and communications services may impact our ability to sell our products.

The radio spectrum is required to provide wireless voice, data and video communications services. The allocation of spectrum is regulated in the U.S. and other countries and limited spectrum space is allocated to wireless services and specifically to public safety users. In the U.S., the Federal Communications Commission ("FCC") regulates spectrum use by non-federal entities and federal entities. Similarly, countries around the world have one or more regulatory bodies that define and implement the rules for use of radio spectrum and electromagnetic interference, pursuant to their respective national laws. We manufacture and market products in spectrum bands already made available by regulatory bodies. Consequently, our results could be positively or negatively affected by the rules and regulations adopted from time to time by the FCC or regulatory agencies in other countries. Regulatory changes in current spectrum bands may also provide opportunities or may require modifications to some of our products so they can continue to be manufactured and marketed. If current products do not comply with the regulations set forth by these governing bodies, we may be unable to sell our products or could incur penalties, which could have an adverse impact on our financial condition, results of operations and cash flows.

Regulations related to conflict minerals may force us to incur additional expenses, may make our supply chain more complex and may result in damage to our reputation with customers.

The U.S. Securities and Exchange Commission ("SEC") has enacted disclosure requirements for companies that use certain minerals and metals, known as "conflict minerals," in their products, whether or not these products are manufactured by third-parties. These requirements require companies to perform due diligence, disclose and report whether or not such minerals originate from the Democratic Republic of Congo and adjoining countries. We have incurred and will likely continue to incur costs to comply with the disclosure requirements, including costs related to determining the source of any of the relevant minerals and

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metals used in our products. In addition, these new requirements could adversely affect the sourcing, availability and pricing of minerals used in our products. Because our supply chain is complex, we may not be able to sufficiently verify the origins for these minerals and metals used in our products through the due diligence procedures that we implement, which may harm our reputation. In such an event, we may also face difficulties in satisfying customers who require that all of the components of our products are certified as conflict-free.

Our dependence on third-party suppliers for key components of our devices could delay shipment of our products and reduce our sales.

We depend on certain domestic and foreign suppliers for the delivery of components used in the assembly of our products. Our reliance on third-party suppliers creates risks related to our potential inability to obtain an adequate supply of components or sub-assemblies and reduced control over pricing and timing of delivery of components and sub-assemblies. Specifically, we depend on suppliers of sub-assemblies, machined parts, injection molded plastic parts, printed circuit boards, custom wire fabrications and other miscellaneous customer parts for our products. We do not have long-term agreements with any of our suppliers and there is no guarantee that supply will not be interrupted. Due to changes imposed for imports of foreign products into the U.S., as well as potential port closures and delays created by terrorist attacks or threats, public health issues, national disasters or work stoppages, we are exposed to risk of delays caused by freight carriers or customs clearance issues for our imported parts. Any interruption of supply for any material components of our products could significantly delay the shipment of our products and have a material adverse effect on our revenues, profitability and financial condition.

Component shortages could result in our inability to produce at a volume to adequately meet customer demand, which could result in a loss of sales, delay in deliveries and injury to our reputation.

Single or sole-source components used in the manufacture of our products may become unavailable or discontinued. Delays caused by industry allocations or obsolescence may take weeks or months to resolve. In some cases, parts obsolescence may require a product re-design to ensure quality replacement components. These delays could cause significant delays in manufacturing and loss of sales, leading to adverse effects significantly impacting our financial condition or results of operations and injure our reputation.

We may experience a decline in gross margins due to rising raw material and transportation costs associated with a future increase in petroleum prices.

A significant number of our raw materials are comprised of petroleum-based products, or incur some form of landed cost associated with transporting the raw materials or components to our facility. A significant rise in oil prices could adversely impact our ability to sustain current gross margins by increasing component pricing and transportation costs.

We may experience a decline in gross margins due to a shift in product sales from CEWs to Axon devices which may continue to carry a lower gross margin.

We continue to invest in the growth of the Axon segment, and this expected growth may result in a higher percentage of total revenues being comprised of Axon products and services. Gross margin as a percentage of net sales for the Axon segment is currently lower than that of the TASER Weapons segment, and may continue to be lower in the future.

To the extent demand for our products increases, our future success will be dependent upon our ability to manage our growth and to increase manufacturing production capacity, which may be accomplished by the implementation of customized manufacturing automation equipment.

To the extent demand for our products increases significantly in future periods, one of our key challenges will be to increase our production capacity to meet sales demand while maintaining product quality. Our primary strategies to accomplish this include introducing additional shifts, increasing the physical size of our assembly facilities, the hiring of additional production staff, and the implementation of additional customized automation equipment. The investments we make in this equipment may not yield the anticipated labor and material efficiencies. Our inability to meet any future increase in sales demand or effectively manage our expansion could have a material adverse effect on our revenues, financial results and financial condition.

Our future success is dependent on our ability to expand sales through distributors and direct sales and our inability to recruit new distributors or increase direct sales would negatively affect our sales.

Our distribution strategy is to pursue sales through multiple channels with an emphasis on independent distributors and direct sales. Our inability to establish relationships with and retain law enforcement equipment distributors, who we believe can successfully sell our products, would adversely affect our sales. In addition, our arrangements with our distributors are generally short-term. We are also focusing on direct sales to larger agencies through our regional sales managers and our inability to grow sales to these agencies in this manner could adversely affect our sales. If we do not competitively price our products, meet the

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requirements of our distributors or end-users, provide adequate marketing support, or comply with the terms of our distribution arrangements, our distributors may fail to aggressively market our products or may terminate their relationships with us. These developments would likely have a material adverse effect on our sales. Our reliance on the sales of our products by others also makes it more difficult to predict our revenues, cash flow and operating results.

The increased focus on direct sales compared to sales through distribution is dependent on our ability to sell into the states or foreign jurisdictions that have established distributor relationships.

In certain states and foreign jurisdictions we have decided to pursue sales directly with law enforcement customers, rather than working through established distribution channels. Our customers may have strong working relationships with distributors and we may face resistance to this change. If we do not overcome this resistance and effectively build a direct relationship with our customers, sales may be adversely affected.

Acquisitions and joint ventures may have an adverse effect on our business.

We may consider additional acquisitions or joint ventures as part of our long-term business strategy. These transactions involve significant challenges and risks including that the transaction does not advance our business strategy, that we don't realize a satisfactory return on our investment, or that we experience difficulty in the integration or coordination of new employees, business systems, and technology, or there is a diversion of management's attention from our other businesses. These events could harm our operating results, financial condition or cash flows.

If our goodwill or finite-lived intangible assets become impaired, we may be required to record a significant charge to earnings.

We review our finite-lived intangible assets for impairment when events or changes in circumstances indicate the carrying value may not be recoverable, such as a decline in stock price and market capitalization. We test goodwill for impairment at least annually. If such goodwill or finite-lived intangible assets are deemed to be impaired, an impairment loss equal to the amount by which the carrying amount exceeds the fair value of the assets would be recognized. We may be required to record a significant charge in our financial statements during the period in which any impairment of our goodwill or finite-lived intangible assets is determined, which would negatively affect our results of operations.

Catastrophic events may disrupt our business.

A disruption or failure of our systems or operations in the event of a major earthquake, weather event, fire, explosion, failure to contain hazardous materials industrial accident, cyber-attack, terrorist attack, or other catastrophic event could cause delays in completing sales, providing services, or performing other mission-critical functions. A catastrophic event that results in the destruction or disruption of any of our critical business or information technology systems could harm our ability to conduct normal business operations and our operating results as well as expose us to claims, litigation and governmental investigations and fines.

The Company's financial performance is subject to risks associated with changes in the value of the U.S. dollar versus local currencies.

For current and potential foreign customers whose contracts are denominated in U.S. dollars, the relative change in currency values creates fluctuations in our product pricing. These changes in foreign end-user costs may result in lost orders and reduce the competitiveness of our products in certain foreign markets.

For non-U.S. dollar denominated sales, weakening of foreign currencies relative to the U.S. dollar generally leads us to raise international pricing, potentially reducing demand for our products. Should we decide not to raise local prices to fully offset the dollar's strengthening, or at all, the U.S. dollar value of our foreign currency denominated sales and earnings would be adversely affected. We do not currently engage in hedging activities. Fluctuations in foreign currency could result in a change in the U.S. dollar value of our foreign denominated assets and liabilities including accounts receivable. Therefore, the U.S. dollar equivalent collected on a given sale could be less than the amount invoiced causing the sale to be less profitable than contemplated.

We also import selected components which are used in the manufacturing of some of our products. Although our purchase orders are generally in U.S. dollars, weakness in the U.S. dollar could lead to price increases for the components.

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Unanticipated changes in our effective tax rate and additional tax liabilities may impact our operating results

We are subject to income taxes in the United States and various jurisdictions outside of the United States. Our effective tax rate could fluctuate due to changes in the mix of earnings and losses in countries with differing statutory tax rates. Our tax expense could also be impacted by changes in non-deductible expenses, changes in excess tax benefits related to exercises and vesting of stock-based expense, changes in the valuation of deferred tax assets and liabilities and our ability to utilize them and the applicability of withholding taxes.

We are subject to tax examinations in multiple jurisdictions. While we regularly evaluate new information that may change our judgment resulting in recognition, derecognition or change in measurement of a tax position taken, there can be no assurance that the final determination of any examinations will not have an adverse effect on our operating results and financial position.

Our tax provision could also be impacted by changes in federal, state or international tax laws including fundamental tax law changes applicable to corporate multinationals currently being considered by many countries including the United States as well as several European countries.

Additionally, we may be subject to additional tax liabilities due to changes in non-income taxes resulting from changes in federal, state or international tax laws, changes in taxing jurisdictions' administrative interpretations, decisions, policies, and positions, results of tax examinations, settlements or judicial decisions, changes in accounting principles, changes to the business operations, including acquisitions, as well as the evaluation of new information that results in a change to a tax position taken in a prior period.

We maintain most of our cash balances, some of which are not insured, at five depository institutions.

We maintain the majority of its cash and cash equivalents accounts at five depository institutions. As of December 31, 2016, the aggregate balances in such accounts were \$33.2 million. The Company's balances with these institutions regularly exceed Federal Deposit Insurance Corporation ("FDIC") insured limits for domestic deposits and various deposit insurance programs covering our deposits in the Netherlands, the United Kingdom, Australia and Germany.

We could suffer losses with respect to the uninsured balances if the depository institutions failed and the institution's assets were insufficient to cover its deposits and/or the governments did not take actions to support deposits in excess of existing insurance limits. Any such losses could have a material adverse effect on our liquidity, financial condition and results of operations.

We depend on our ability to attract and retain our key management, sales and technical personnel.

Our success depends upon the continued service of our key management personnel. Our success also depends on our ability to continue to attract, retain and motivate qualified technical personnel. Although we have employment agreements with certain of our officers, the employment of such persons is "at-will" and either we or the employee can terminate the employment relationship at any time, subject to the applicable terms of the employment agreements. The competition for our key employees is intense. The loss of the service of one or more of our key personnel could harm our business.

Risks Related to Ownership of Our Common Stock

The trading price of our common stock has been, and is likely to continue to be, volatile. In addition to the factors discussed in this Annual Report on Form 10-K, the trading price of our common stock may fluctuate significantly in response to numerous factors, many of which are beyond our control, including:

- actual or anticipated fluctuations in our revenue and other operating results;
- the financial projections we may provide to the public, any changes in these projections or our failure to meet these projections;
- actions of securities analysts who initiate or maintain coverage of us, changes in financial estimates by any securities analysts who follow our company or our failure to meet these estimates or the expectations of investors;
- investor sentiment with respect to our competitors, our business partners, and our industry in general;
- announcements by us or our competitors of significant products or features, technical innovations, acquisitions, strategic partnerships, joint ventures, or capital commitments;
- announcements by us or estimates by third-parties of actual or anticipated changes in the size of our user base, addressable market or the effectiveness of our products;
- changes in operation performance and stock market valuations of technology companies in our industries, including our developers and competitors;
- price and volume fluctuations in the overall stock market, including as a result of trends in the economy as a whole;
- media coverage of our business and financial performance;
- lawsuits threatened or filed against us;

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- developments in anticipated or new legislation and pending lawsuits or regulator actions, including interim or final rulings by tax, judicial or regulatory bodies; and
- other events or factors, including those resulting from war or incidents of terrorism, or responses to these events.

Our revenues and operating results may fluctuate unexpectedly from quarter-to-quarter, which may cause our stock price to decline.

Our revenues and operating results have varied significantly in the past and may vary significantly in the future due to various factors, including, but not limited to:

- budgetary cycles of municipal, state and federal law enforcement and corrections agencies;
- market acceptance of our products and services;
- the timing of large domestic and international orders;
- the outcome of any existing or future litigation;
- adverse publicity surrounding our products, the safety of our products, or the use of our products;
- changes in our sales mix;
- new product introduction costs;
- increased raw material expenses;
- changes in our operating expenses; and
- regulatory changes that may affect the marketability of our products.

As a result of these and other factors, we believe that period-to-period comparisons of our operating results may not be meaningful in the short term, and our performance in a particular period may not be indicative of our performance in any future period.

Item 1B. *Unresolved Staff Comments*

None.

Item 2. *Properties*

Our corporate headquarters and manufacturing facilities are based in a 100,000 square foot facility in Scottsdale, Arizona, which we own. We also lease premises in Scottsdale, Arizona; Seattle, Washington; Topsfield, Massachusetts; Amsterdam, Netherlands; Daventry, England; London, England; Frankfurt, Germany; Brisbane, Australia and Sydney, Australia. We believe our existing facilities are well maintained and in good operating condition. We also believe we have adequate manufacturing capacity for our existing product lines. To the extent that we introduce new products in the future, we will likely need to acquire additional facilities to locate the associated production lines. However, we believe we can acquire or lease such facilities on reasonable terms. The Company continues to make investments in capital equipment as needed to meet anticipated demand for its products.

Item 3. *Legal Proceedings*

See discussion of litigation in Note 9(c) to the consolidated financial statements included in Part II, Item 8 of this Annual Report on Form 10-K, which discussion is incorporated by reference herein.

Item 4. *Mine Safety Disclosures*

None.

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PART II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Market Information

Our common stock is quoted under the symbol "TASR" on The NASDAQ Global Select Market. The following tables set forth the high and low sales prices per share for our common stock as reported by NASDAQ for each quarter of the last two fiscal years.

	High	Low
Year Ended December 31, 2016:		
First quarter	\$ 20.69	\$ 13.56
Second quarter	24.94	17.18
Third quarter	30.15	24.46
Fourth quarter	28.49	21.50

	High	Low
Year Ended December 31, 2015:		
First quarter	\$ 28.30	\$ 21.39
Second quarter	35.95	23.41
Third quarter	34.91	18.05
Fourth quarter	26.48	16.14

Holders

As of December 31, 2016, there were 274 holders of record of our common stock.

Dividends

To date, the Company has not declared or paid cash dividends on its common stock. The Company does not intend to pay cash dividends in the foreseeable future, and its revolving line of credit prohibits the payment of cash dividends.

Issuer Purchases of Equity Securities

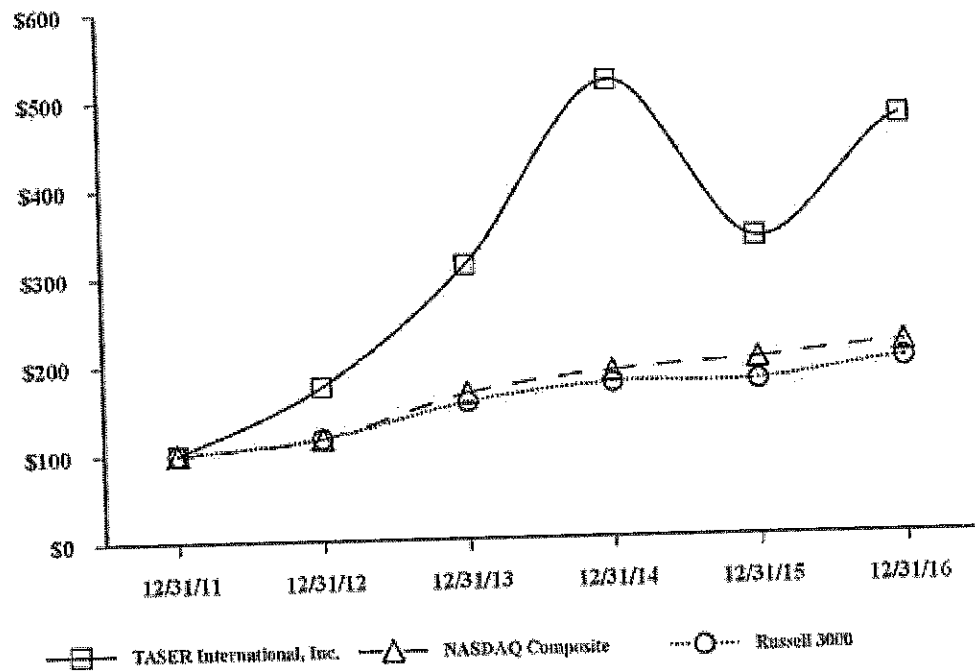
In February 2016, the Company's Board of Directors authorized a stock repurchase program to acquire up to \$50.0 million of the Company's outstanding common stock subject to stock market conditions and corporate considerations. The stock repurchase program does not have a stated expiration date. During the year ended December 31, 2016, the Company purchased, under a Rule 10b5-1 plan, approximately 1.8 million common shares for a total cost of approximately \$33.7 million, or a weighted average cost of \$18.90 per share. As of December 31, 2016, \$16.2 million remains available under the plan for future purchases. The Company suspended its 10b-5 plan during the third quarter of 2016, and any future purchases will be discretionary.

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Stock Performance Graph

The following stock performance graph compares the performance of our common stock to the NASDAQ Composite Index and the Russell 3000 Index. The graph covers the period from December 31, 2011 to December 31, 2016. The graph assumes that the value of the investment in our stock and in each index was \$100 at December 31, 2011, and that all dividends were reinvested. We do not pay dividends on our common stock.

COMPARISON OF 5 YEAR CUMULATIVE TOTAL RETURN
Among TASER International, Inc., the NASDAQ Composite Index, and the Russell 3000 Index



	2011	2012	2013	2014	2015	2016
TASER International, Inc.	\$ 100.00	\$ 174.61	\$ 310.16	\$ 517.19	\$ 337.70	\$ 473.44
NASDAQ Composite	100.00	116.41	165.47	188.69	200.32	216.54
Russell 3000	100.00	116.42	155.47	175.00	175.84	198.23

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Item 6. Selected Financial Data

The following selected financial data should be read in conjunction with our consolidated financial statements and the notes thereto, and with Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations." The statement of operations data for the years ended December 31, 2016, 2015 and 2014, and the balance sheet data as of December 31, 2016 and 2015, have been derived from, and should be read in conjunction with, our audited consolidated financial statements and the notes thereto included herein. The statement of operations data for the years ended December 31, 2013 and 2012, and the balance sheet data as of December 31, 2014, 2013 and 2012, is derived from our historical audited consolidated financial statements and the notes thereto which are not included in this Annual Report on Form 10-K. Dollars are in thousands, except per share amounts.

	For the Year Ended December 31,				
	2016	2015	2014	2013	2012
Statements of Operations Data:					
Net sales	\$ 268,245	\$ 197,892	\$ 164,525	\$ 137,831	\$ 114,753
Cost of products sold and services delivered	97,709	69,245	62,977	51,988	47,038
Gross margin	170,536	128,647	101,548	85,843	67,715
Sales, general and administrative expenses	108,076	69,698	54,158	46,557	39,247
Research and development expenses	30,609	23,614	14,885	9,888	8,139
Litigation judgments (recoveries)	—	—	—	1,450	(2,200)
Income from operations	31,851	35,335	32,505	27,948	22,529
Interest and other income (expense), net	(354)	26	(194)	86	83
Income before provision for income taxes	31,497	35,361	32,311	28,034	22,612
Provision for income taxes	14,200	15,428	12,393	9,790	7,874
Net income	\$ 17,297	\$ 19,933	\$ 19,918	\$ 18,244	\$ 14,738
Net income per common and common equivalent shares:					
Basic	\$ 0.33	\$ 0.37	\$ 0.38	\$ 0.35	\$ 0.27
Diluted	\$ 0.32	\$ 0.36	\$ 0.37	\$ 0.34	\$ 0.27
Weighted average number of common and common equivalent shares outstanding:					
Basic	52,667	53,548	52,948	51,880	53,827
Diluted	53,536	54,638	54,500	54,152	54,723
	As of December 31,				
	2016	2015	2014	2013	2012
Balance Sheet Data:					
Working capital	\$ 99,192	\$ 123,269	\$ 102,669	\$ 67,237	\$ 51,548
Total assets	278,163	229,881	185,368	148,382	116,236
Total current liabilities	78,039	38,140	31,973	23,129	18,109
Total long-term debt and capital leases, net of current portion	118	81	29	67	103
Total stockholders' equity	150,888	157,004	129,106	108,347	87,285

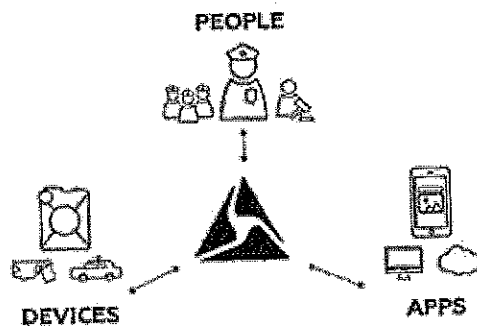
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Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") is designed to provide a reader of our consolidated financial statements with a narrative from the perspective of our management on our financial condition, results of operations, liquidity and certain other factors that may affect our future results. Our MD&A should be read in conjunction with the other sections of this Annual Report on Form 10-K, including Part I, Item 1A: "Risk Factors"; Part II, Item 6: "Selected Financial Data"; and Part II, Item 8: "Financial Statements and Supplementary Data." The various sections of this MD&A contain a number of forward-looking statements, all of which are based on our current expectations and could be affected by the uncertainties and risk factors described throughout this filing. The tables in the MD&A sections below are derived from exact numbers and may have immaterial rounding differences.

Executive Overview and Key Strategic Initiatives

Our core mission is to protect life through innovative technologies that make communities safer. We are the market leader in the development, manufacture and sale of conducted electrical weapons ("CEWs") designed for use by law enforcement, corrections, military forces, private security personnel and by private individuals for personal defense. We are also the market leader in connected wearable on-officer cameras which utilize our cloud-based digital evidence management solution which is part of our Axon network that connects devices, apps and people to serve law enforcement. Our core goal is to have every officer in the world carry a TASER, deploy an Axon camera and be connected to the Axon network.



Our key strategies going into Fiscal 2017 are as follows:

- **Devices** : Launch innovative new products, scale Axon Fleet, scale existing Axon cameras and devices
- **Apps** : Drive incremental usage, expand the product platform and deliver quality at scale
- **People** : Drive network adoption, achieve full deployment, grow global markets and maximize service plans and product bundles.

Execution of Our Strategy

Devices - Our TASER CEWs are one of the few weapons which can truly incapacitate a person without requiring death or serious injury. Over the past few decades, the TASER CEW has become one of the most frequently used weapons in the North American Law Enforcement Market, with injuries and death dropping dramatically as a result. Our Axon hardware products currently consist of our on-officer cameras that capture critical digital evidence aimed at protecting truth, a host of related accessory devices and an in-car camera variant which is in field testing preparing for 2017 launch. We believe our CEWs and Axon camera should be standard issue equipment for all patrol officers domestically and internationally. We have created and are continuing to create service plans and product bundles to ensure agencies have the latest devices and technology at predictable annual costs.

Apps - The Axon Evidence.com platform is a central place for all agencies' digital evidence. It is an end-to-end solution for not only storing data, but also for efficiently managing and sharing that data. We are continuously seeking to develop new features such as secure sharing, audit trails, integration of other data sources, transcription and redaction services, among others. These feature sets are designed to provide the customers we serve with valuable tools to police more efficiently and effectively while enabling greater transparency with the communities in which they serve.

Our constant drive to develop innovative apps is evidenced by two recent strategic acquisitions. In December 2016, the Company launched a new artificial intelligence ("AI") group called "Axon AI." The Company acquired certain proprietary technology and

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hired a team of researchers and engineers to accelerate the introduction of new AI-powered capabilities for public safety. The technology acquired is aimed at improving the accuracy, efficiency and speed of processing images and video to enable customers to gain more insight from video, photos and audio. In January 2017, the Company completed another transaction which included the acquisition of a computer-vision and deep learning system to make the visual contents in video searchable in real time. This acquisition will give customers the ability to quickly isolate and analyze the most important aspects of footage from large amounts of video data.

People - With our TASER weapons and Axon platform, we have created relationships with over 20,000 public safety agencies around the world. Some of our customers report that police officers are spending over 60% of their time on paperwork related tasks, rather than on value-add public safety work. The real opportunity is to leverage this connected platform to enable a broad suite of mobile, wearable, and data management capabilities to bring modern information technology capabilities to every law enforcement officer. Our technologies will not only allow our customers to spend more time on public safety work, but will allow for a capture to courtroom workflow of information. The ability to share files with prosecutors during discovery while maintaining a complete chain of custody and ensuring all evidence remains encrypted will provide a cohesive ecosystem that will deliver increased value to all stakeholders in the public safety and judicial communities.

Results of Operations

The following table presents data from our statements of operations as well as the percentage relationship to total net sales of items included in our statements of operations (dollars in thousands):

	Year Ended December 31,					
	2016		2015		2014	
Net sales	\$ 268,245	100.0 %	\$ 197,892	100.0%	\$ 164,525	100.0 %
Cost of products sold and services delivered	97,709	36.4	69,245	35.0	62,977	38.3
Gross margin	170,536	63.6	128,647	65.0	101,548	61.7
Operating expenses:						
Sales, general and administrative	108,076	40.3	69,698	35.2	54,158	32.9
Research and development	30,609	11.4	23,614	11.9	14,885	9.0
Total operating expenses	138,685	51.7	93,312	47.2	69,043	42.0
Income from operations	31,851	11.9	35,335	17.9	32,505	19.8
Interest and other income (expense), net	(354)	(0.1)	26	—	(194)	(0.1)
Income before provision for income taxes	31,497	11.7	35,361	17.9	32,311	19.6
Provision for income taxes	14,200	5.3	15,428	7.8	12,393	7.5
Net income	\$ 17,297	6.4 %	\$ 19,933	10.1%	\$ 19,918	12.1 %

Net sales to the U.S. and other countries are summarized as follows (dollars in thousands):

	Year Ended December 31,					
	2016		2015		2014	
United States	\$ 218,757	81.6%	\$ 161,803	81.8%	\$ 132,205	80.4%
Other Countries	49,488	18.4	36,089	18.2	32,320	19.6
Total	\$ 268,245	100.0%	\$ 197,892	100.0%	\$ 164,525	100.0%

The Company's operations are comprised of two reportable segments: the sale of CEWs, accessories and other related products and services (the "TASER Weapons" segment); and the Axon business, focused on devices, wearables, applications, cloud and mobile products (the "Axon" segment). Within the Axon segment, the Company includes only revenues and costs attributable to that segment which include: costs of sales for both products and services, direct labor, selling expense for the sales team, product management and marketing expenses, trade shows and related expenses, finance and accounting expenses, and research and development for products included, or to be included, within the Axon segment. All other costs are included in the TASER Weapons segment. The chief operating decision maker does not review assets by segment as part of the financial information provided; therefore, no asset information is provided in the following tables.

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Net Sales - For the Years Ended December 31, 2016 and 2015

Net sales by product line were as follows for the years ended December 31, 2016 and 2015 (dollars in thousands):

	Year Ended December 31,				Dollar Change	Percent Change			
	2016		2015						
TASER Weapons segment:									
TASER X26P	\$	72,490	27.0%	\$	55,969	28.3%	\$	16,521	29.5 %
TASER X2		52,665	19.6		42,746	21.6		9,919	23.2
TASER X26		6,372	2.4		7,337	3.7		(965)	(13.2)
TASER Pulse and Bolt		3,580	1.3		2,146	1.1		1,434	66.8
Single cartridges		52,305	19.5		41,674	21.1		10,631	25.5
Extended warranties including TAP		9,880	3.7		7,402	3.7		2,478	33.5
Other		5,352	2.0		5,101	2.6		251	4.9
TASER Weapons segment		202,644	75.5		162,375	82.1		40,269	24.8
Axon segment:									
Axon Body		12,911	4.8		4,029	2.0		8,882	220.5
Axon Flex		5,323	2.0		6,880	3.5		(1,557)	(22.6)
Axon Dock		7,422	2.8		4,022	2.0		3,400	84.5
Evidence.com		29,260	10.9		11,765	5.9		17,495	148.7
TASER Cam		4,888	1.8		5,746	2.9		(858)	(14.9)
Extended warranties including TAP		3,710	1.4		1,794	0.9		1,916	106.8
Other		2,087	0.8		1,281	0.6		806	62.9
Axon segment		65,601	24.5		35,517	17.9		30,084	84.7
Total net sales	\$	268,245	100.0%	\$	197,892	100.0%	\$	70,353	35.6

Net unit sales by product line were as follows:

	Year Ended December 31,		Unit Change	Percent Change
	2016	2015		
TASER X26P	79,218	62,383	16,835	27.0 %
TASER X2	47,700	38,050	9,650	25.4
TASER X26	2,655	4,928	(2,273)	(46.1)
TASER Pulse and Bolt	9,549	8,121	1,428	17.6
Cartridges	1,979,051	1,694,450	284,601	16.8
Axon Body	66,154	17,522	48,632	277.5
Axon Flex	14,173	18,823	(4,650)	(24.7)
Axon Dock	16,983	6,979	10,004	143.3
TASER Cam	9,566	11,634	(2,068)	(17.8)

Net sales were \$268.2 million and \$197.9 million for the years ended December 31, 2016 and 2015, respectively, an increase of \$70.4 million or 35.6%. Net sales for the TASER Weapons segment were \$202.6 million and \$162.4 million for the years ended December 31, 2016 and 2015, respectively, an increase of \$40.3 million or 24.8%. Net sales for the Axon segment were \$65.6 million and \$35.5 million for the years ended December 31, 2016 and 2015, respectively, an increase of \$30.1 million or 84.7%. International sales were \$49.5 million in 2016 compared to \$36.1 million in 2015, an increase of 37.1%.

The increase in net sales for 2016 compared to 2015 in the TASER Weapons segment was primarily driven by the Company's ability to increase the frequency of upgrades through trade-in programs along with increased demand for the Company's installment payment plans, the Officer Safety Plan ("OSP") and TASER 60. These programs allow customers to pay for hardware and services

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over an extended contractual life, which is typically five years. In the Axon segment, the increase in net sales was driven by the continued adoption of the Axon on-officer cameras and Evidence.com application in the law enforcement markets.

To gain more immediate feedback regarding activity for Axon products and Evidence.com services, we also review bookings for these products. We consider bookings to be a statistical measure defined as the sales contract value (not invoiced sales), net of cancellations, placed in the relevant fiscal period, regardless of when the products or services ultimately will be provided. Some bookings will be invoiced in subsequent years. Due to municipal government funding rules, certain of the future year amounts included in bookings are subject to budget appropriation or other contract cancellation clauses. Although TASER has entered into contracts for the delivery of products and services in the future and anticipates the contracts will be completed, if agencies do not appropriate money in future year budgets or enact a cancellation clause, revenue associated with these bookings will not ultimately be recognized, resulting in a future reduction to bookings. Bookings related to Evidence.com and Axon products and services, net of cancellations, increased to \$254.1 million during 2016, compared to \$135.1 million in 2015, an increase of 88.0%.

The chart below illustrates the Company's quarterly Axon bookings for each of the previous six fiscal quarters (in thousands):

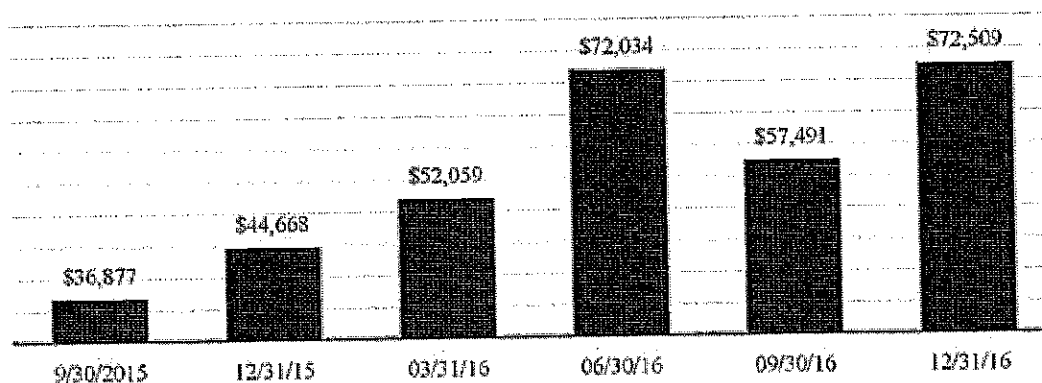


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Net Sales - Three Months Ended December 31, 2016 Compared to September 30, 2016

Net sales by product line were as follows for the three months ended December 31, 2016 and September 30, 2016 (dollars in thousands):

	Three Months Ended December 31, 2016		Three Months Ended September 30, 2016		Dollar Change	Percent Change
TASER Weapons segment:						
TASER X26P	\$	20,233	24.7%	\$	18,943	26.4%
TASER X2		15,529	18.9		13,514	18.8
TASER X26		2,042	2.5		1,549	2.2
TASER Pulse and Bolt		944	1.2		1,039	1.4
Single cartridges		15,292	18.6		13,898	19.3
Extended warranties including TAP		2,778	3.4		2,645	3.7
Other		1,519	1.9		1,350	1.9
TASER Weapons segment		58,337	71.1		52,938	73.6
Axon segment:						
Axon Body		5,694	6.9		3,540	4.9
Axon Flex		564	0.7		2,316	3.2
Axon Dock		2,499	3.0		2,438	3.4
Evidence.com		11,239	13.7		8,544	11.9
TASER Cam		1,577	1.9		696	1.0
Extended warranties including TAP		1,276	1.6		1,015	1.4
Other		891	1.1		395	0.5
Axon segment		23,740	28.9		18,944	26.4
Total net sales	\$	82,077	100.0%	\$	71,882	100.0%
					\$	10,195
						14.2

Net unit sales by product line were as follows:

	Three Months Ended		Unit Change	Percent Change
	12/31/2016	9/30/2016		
TASER X26P	20,833	23,259	(2,426)	(10.4)%
TASER X2	13,003	12,481	522	4.2
TASER X26	769	365	404	110.7
TASER Pulse and Bolt	3,027	1,936	1,091	56.4
Cartridges	554,395	544,671	9,724	1.8
Axon Body	25,177	25,093	84	0.3
Axon Flex	3,147	4,961	(1,814)	(36.6)
Axon Dock	5,747	6,432	(685)	(10.6)
TASER Cam	3,106	1,323	1,783	134.8

Net sales were \$82.1 million and \$71.9 million for the three months ended December 31, 2016 and September 30, 2016, respectively, an increase of \$10.2 million or 14.2%. Net sales for the TASER Weapons segment were \$58.3 million and \$52.9 million for the three months ended December 31, 2016 and September 30, 2016, respectively, an increase of \$5.4 million or 10.2%. Net sales for the Axon segment were \$23.7 million and \$18.9 million for the three months ended December 31, 2016 and September 30, 2016, respectively, an increase of \$4.8 million or 25.3%. International sales were \$18.6 million in for the three months ended December 31, 2016 compared to \$11.3 million for the three months ended September 30, 2016, an increase of \$7.2 million or 63.9%.

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The increase in net sales in the TASER Weapons segment on a quarterly sequential basis was primarily driven by the Company's ability to increase the frequency of upgrades through trade-in programs along the increased demand in the Company's installment payment plans, OSP and TASER 60. Additionally, revenues in the fourth quarter are historically the highest of the fiscal year due to the expiration of budget appropriations which also contributed to the sequential increase.

During the fourth quarter of 2016, the Company publicly announced the introduction of its next generation point of view camera, Flex 2. This introduction led to an increase in bookings for the quarter ended December 31, 2016 as compared to September 30, 2016, as many agencies placed orders for the new model, but this adversely impacted recognized revenues, as many agencies opted to order Flex 2 instead of the original Flex units. The Company continued to receive increased orders for its Axon Body 2 cameras due to continued adoption by both domestic and international agencies. The Company also continued to experience sequential revenue increases due to increased users on its Axon platform.

Net Sales - For the Years Ended December 31, 2015 and 2014

Net sales by product line were as follows for the years ended December 31, 2015 and 2014 (dollars in thousands):

	Year Ended December 31,				Dollar Change	Percent Change			
	2015		2014						
TASER Weapons segment:									
TASER X26P	\$	55,969	28.3%	\$	43,512	26.4%	\$	12,457	28.6 %
TASER X2		42,746	21.6		28,774	17.5		13,972	48.6
TASER X26		7,337	3.7		18,712	11.4		(11,375)	(60.8)
TASER Pulse and Bolt		2,146	1.1		2,084	1.3		62	3.0
Single cartridges		41,674	21.1		38,539	23.4		3,135	8.1
Extended warranties including TAP		7,402	3.7		6,024	3.7		1,378	22.9
Other		5,101	2.6		7,968	4.8		(2,867)	(36.0)
TASER Weapons segment		162,375	82.1		145,613	88.5		16,762	11.5
Axon segment:									
Axon Body		4,029	2.0		3,404	2.1		625	18.4
Axon Flex		6,880	3.5		3,981	2.4		2,899	72.8
Axon Dock		4,022	2.0		1,719	1.0		2,303	134.0
Evidence.com		11,765	5.9		4,039	2.5		7,726	191.3
TASER Cam		5,746	2.9		4,674	2.8		1,072	22.9
Extended warranties including TAP		1,794	0.9		—	—		1,794	*
Other		1,281	0.6		1,095	0.7		186	17.0
Axon segment		35,517	17.9		18,912	11.5		16,605	87.8
Total net sales	\$	197,892	100.0%	\$	164,525	100.0%	\$	33,367	20.3

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Net unit sales by product line were as follows:

	Year Ended December 31,		Unit Change	Percent Change
	2015	2014		
TASER X26P	62,383	51,283	11,100	21.6 %
TASER X2	38,050	26,901	11,149	41.4
TASER X26	4,928	17,770	(12,842)	(72.3)
TASER Pulse and Bolt	8,121	7,249	872	12.0
Cartridges	1,694,450	1,618,117	76,333	4.7
Axon Flex	18,823	10,034	8,789	87.6
Axon Body	17,522	13,219	4,303	32.6
Axon Dock	6,979	4,219	2,760	65.4
TASER Cam	11,634	9,303	2,331	25.1

Net sales were \$197.9 million and \$164.5 million for the years ended December 31, 2015 and 2014, respectively, an increase of \$33.4 million or 20.3%. Net sales for the TASER Weapons segment were \$162.4 million and \$145.6 million for the years ended December 31, 2015 and 2014, respectively, an increase of \$16.8 million or 11.5%. Net sales for the Axon segment were \$35.5 million and \$18.9 million for the years ended December 31, 2015 and 2014, respectively, an increase of \$16.6 million or 87.8%.

The increase in net sales for 2015 compared to 2014 in the TASER Weapons segment was primarily driven by increased adoption of the TASER X26P and X2 Smart Weapons, as customers upgrade their legacy CEWs to the new models. The Company has also introduced upgrade programs to incentivize agencies to replace older CEWs with the Company's new Smart Weapons. In the Axon segment, the increase in net sales was driven by the continued adoption of the Axon on-officer cameras and Evidence.com application in the law enforcement markets. International sales were \$36.1 million in 2015 compared to \$32.3 million in 2014, an increase of 11.7%.

Cost of Products Sold and Services Delivered (dollars in thousands)

	Year Ended December 31,				Year Ended December 31,			
	2016	2015	Dollar Change	Percent Change	2015	2014	Dollar Change	Percent Change
TASER Weapons segment:								
Cost of products sold	\$ 61,930	\$ 48,821	\$ 13,109	26.9%	\$ 48,821	\$ 47,680	\$ 1,141	2.4%
Cost as % of sales	30.6	30.1			30.1	32.7		
Axon segment:								
Cost of products sold	29,606	16,201	13,405	82.7	16,201	13,233	2,968	22.4
Cost of services delivered	6,173	4,223	1,950	46.2	4,223	2,064	2,159	104.6
Total cost of products sold and services delivered	35,779	20,424	15,355	75.2	20,424	15,297	5,127	33.5
Cost as % of sales	54.5	57.5			57.5	80.9		
Total cost of products sold and services delivered	\$ 97,709	\$ 69,245	\$ 28,464	41.1	\$ 69,245	\$ 62,977	\$ 6,268	10.0
Cost as % of sales	36.4	35.0			35.0	38.3		

Cost of products sold and services delivered was \$97.7 million and \$69.2 million for the years ended December 31, 2016 and 2015, respectively, an increase of \$28.5 million or 41.1%. As a percentage of net sales, cost of products sold and services delivered increased to 36.4% in 2016 compared to 35.0% in 2015. Within the TASER Weapons segment, cost of products sold increased \$13.1 million, or 26.9%, to \$61.9 million in 2016, compared to \$48.8 million in 2015, and remained relatively consistent as a percent of sales at 30.6% from 30.1%. The overall increase in cost of products sold was attributable to higher unit sales.

Within the Axon segment, cost of products sold and services delivered was \$35.8 million, an increase of \$15.4 million, or 75.2% from 2015. As a percentage of net sales, cost of products sold and services delivered decreased to 54.5% in 2016 from 57.5% in 2015. The increase in cost of products sold and services delivered was driven by continued growth, increased data storage

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costs as more agencies utilize Evidence.com, as well as increased costs for our professional services team. The decrease as a percentage of sales was primarily driven by improvements in Evidence.com service margins.

Cost of products sold and services delivered was \$69.2 million and \$63.0 million for the years ended December 31, 2015 and 2014, respectively, an increase of \$6.3 million, or 10.0%. As a percentage of net sales, cost of products sold and services delivered decreased to 35.0% in 2015 compared to 38.3% in 2014. Within the TASER Weapons segment, cost of products sold increased \$1.1 million, or 2.4%, to \$48.8 million in 2015, compared to \$47.7 million in 2014, and decreased as a percent of sales to 30.1% from 32.7%. The overall increase in cost of products sold was attributable to higher unit sales, and the decrease of cost as a percentage of sales was primarily attributable to higher average selling prices and increased leverage of fixed operating costs.

Within the Axon segment, cost of products sold and services delivered were \$20.4 million, an increase of \$5.1 million, or 33.5% from 2014. As a percentage of net sales, cost of products sold and services delivered decreased to 57.5% in 2015 from 80.9% in 2014. The increase in cost of products sold and services delivered was driven by growing sales in this segment, increased data storage costs as more agencies utilize Evidence.com, as well as increased costs for our professional services team. The decrease in cost of products sold and services delivered as a percentage of sales was driven by higher sales and by improvements to our Evidence.com margins.

Gross Margin

(dollars in thousands)

	Year Ended December 31,				Year Ended December 31,			
	2016	2015	Dollar Change	Percent Change	2015	2014	Dollar Change	Percent Change
TASER Weapons segment	\$ 140,714	\$ 113,554	\$ 27,160	23.9%	\$ 113,554	\$ 97,933	\$ 15,621	16.0%
Axon segment	29,822	15,093	14,729	97.6	15,093	3,615	11,478	317.5
Total gross margin	\$ 170,536	\$ 128,647	\$ 41,889	32.6	\$ 128,647	\$ 101,548	\$ 27,099	26.7
Gross margin as % of sales	63.6	65.0			65.0	61.7		

Gross margin increased \$41.9 million to \$170.5 million for 2016 compared to \$128.6 million for 2015. As a percentage of net sales, gross margin decreased to 63.6% for 2016 from 65.0% for 2015. The decrease in gross margin as a percentage of sales was due primarily to a change in product mix, as lower margin Axon sales became a greater percentage of the consolidated total. As a percentage of net sales, gross margin for the TASER Weapons segment was relatively consistent at 69.4% and 69.9% for 2016 and 2015, respectively, while the same measure for these years for the Axon segment were 45.5% and 42.5%, respectively. The improvement in Axon segment gross margin is primarily attributable to higher service margins due to increased users on the Evidence.com platform.

Gross margin increased \$27.1 million to \$128.6 million for 2015 compared to \$101.5 million for 2014. As a percentage of net sales, gross margin increased to 65.0% for 2015 compared to 61.7% for 2014. The increase is attributable to stronger margins in both the TASER Weapons and Axon segments. As a percentage of net sales, gross margin for the TASER Weapons segment was 69.9% and 67.3% for 2015 and 2014, respectively, while the same measure for these years for the Axon segment were 42.5% and 19.1%, respectively. The Company experienced improvements in margins for the TASER Weapons and Axon segments individually, due to higher average selling prices and continued leverage of fixed operating costs.

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Sales, General and Administrative Expenses

Sales, general and administrative ("SG&A") expenses were comprised of the following for 2016 and 2015 (dollars in thousands):

	Year Ended December 31,		Dollar Change	Percent Change
	2016	2015		
Salaries, benefits and bonus	\$ 43,058	\$ 25,032	\$ 18,026	72.0%
Stock-based compensation	5,707	4,299	1,408	32.8
Professional, consulting and lobbying	19,321	13,165	6,156	46.8
Sales and marketing	15,132	10,776	4,356	40.4
Travel and meals	8,970	5,649	3,321	58.8
Other	15,888	10,777	5,111	47.4
Total sales, general and administrative expenses	\$ 108,076	\$ 69,698	\$ 38,378	55.1
Sales, general, and administrative as a percentage of net sales	40.3%	35.2%		

Sales, general and administrative expenses were \$108.1 million and \$69.7 million for the years ended December 31, 2016 and 2015, respectively, an increase of \$38.4 million, or 55.1%. As a percentage of total net sales, SG&A expenses increased to 40.3% for 2016 compared to 35.2% for 2015.

SG&A by type and by segment were as follows for the years ended December 31, 2016 and 2015 (dollars in thousands):

	Year Ended December 31,		Dollar Change	Percent Change
	2016	2015		
TASER Weapons segment:				
Salaries, benefits and bonus	\$ 24,534	\$ 16,767	\$ 7,767	46.3%
Stock-based compensation	3,339	3,187	152	4.8
Professional, consulting and lobbying	10,128	10,258	(130)	(1.3)
Sales and marketing	8,305	5,411	2,894	53.5
Travel and meals	4,277	3,089	1,188	38.5
Other	13,034	8,928	4,106	46.0
TASER Weapons segment	63,617	47,640	15,977	33.5
Axon segment:				
Salaries, benefits and bonus	18,524	8,265	10,259	124.1
Stock-based compensation	2,368	1,112	1,256	112.9
Professional, consulting and lobbying	9,193	2,907	6,286	216.2
Sales and marketing	6,827	5,365	1,462	27.3
Travel and meals	4,693	2,560	2,133	83.3
Other	2,854	1,849	1,005	54.4
Axon segment	44,459	22,058	22,401	101.6
Total sales, general and administrative expenses	\$ 108,076	\$ 69,698	\$ 38,378	55.1

Within the TASER Weapons segment, SG&A increased \$16.0 million, or 33.5%, to \$63.6 million from \$47.6 million in 2015. Salaries, benefits, bonus and stock-based compensation in the TASER Weapons increased approximately \$7.9 million in 2016 compared to 2015. This increase was primarily attributable to the Company's efforts to build the corporate infrastructure to facilitate future growth in departments such as supply chain, legal, finance and information technology. The increase in travel and meals was primarily attributable to the growth in the direct sales teams both domestically and internationally. The increase in sales and marketing of \$2.9 million was primarily attributable to higher commissions of \$3.2 million partially offset by a decrease in marketing related costs partially due to lower spending at the 2016 International Association of Chiefs of Police conference as compared to 2015. The increase in other expenses was made up primarily of \$1.2 million in higher computer related costs, \$0.3 million of higher rent expense, and \$2.0 million of litigation costs incurred, including resolution expenses, that were not incurred during the same period in 2015.

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Within the Axon segment, SG&A increased \$22.4 million, or 101.6%, to \$44.5 million in 2016 in comparison to the prior year. Salaries, benefits, bonus and stock-based compensation in the Axon segment increased \$11.5 million as the Company continued to hire additional engineering, product management personnel, sales and marketing personnel and general support staff to further expand upon existing product offerings as well as the development of new apps and cloud technologies. The increase in travel and meals was primarily attributable to the growth in the direct sales teams both domestically and internationally. Of the increase in professional, consulting and lobbying, \$4.1 million represented primarily increased lobbying fees aimed at securing long-term body-worn camera and service contracts, \$0.8 million of increased legal costs primarily attributable to the ongoing Digital Ally lawsuit, and \$0.6 million related to increased patent and trademark costs. The increase in sales and marketing of \$1.5 million was primarily attributable to higher commissions of \$2.4 million partially offset by a decrease of \$0.9 million in marketing related costs partially due to lower spending at the 2016 International Association of Chiefs of Police conference as compared to 2015.

The Company expects to see increases in SG&A in 2017 compared to 2016 as it plans to make additional investments in customer-facing positions both domestically and internationally along with increased investments in sales and marketing.

Of the increase in SG&A above, there was increased expense associated with customer-facing positions, including: salaries, benefits, bonus and stock-based compensation, as well as sales commissions, which are included in the sales and marketing line item in the table above. Positions were added throughout the year, with the following customer-facing headcount as of the end of each year:

	As of December 31,		
	2016	2015	2014
TASER Weapons sales representatives	26	18	12
Axon sales representatives	44	27	16
International sales representatives ⁽ⁱ⁾	11	13	5
Sales support staff	31	20	8
Telesales	42	27	17
Other customer-facing roles	59	33	20
Total customer-facing roles	213	138	78

⁽ⁱ⁾ In certain international markets where the Company does not have a legal entity, it generally engages sales managers as consultants. These expenses are reflected in the consulting and lobbying caption within selling, general and administrative expenses.

Sales, general and administrative expenses were comprised of the following for 2015 and 2014 (dollars in thousands):

	Year Ended December 31,		Dollar Change	Percent Change
	2015	2014		
Salaries, benefits and bonus	\$ 25,032	\$ 18,179	\$ 6,853	37.7%
Stock-based compensation	4,299	3,558	741	20.8
Professional, consulting and lobbying	13,165	8,561	4,604	53.8
Sales and marketing	10,776	8,124	2,652	32.6
Travel and meals	5,649	4,778	871	18.2
Other	10,777	10,958	(181)	(1.7)
Total sales, general and administrative expenses	\$ 69,698	\$ 54,158	\$ 15,540	28.7
Sales, general, and administrative as a percentage of net sales	35.2%	32.9%		

Sales, general and administrative expenses were \$69.7 million and \$54.2 million for the years ended December 31, 2015 and 2014, respectively, an increase of \$15.5 million, or 28.7%. As a percentage of total net sales, SG&A expenses increased to 35.2% for 2015 compared to 32.9% for 2014.

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SG&A by type and by segment were as follows for the years ended December 31, 2015 and 2014 (dollars in thousands):

	Year Ended December 31,								
	2015		2014		Dollar Change	Percent Change			
TASER Weapons segment:									
Salaries, benefits and bonus	\$	16,767	24.1%	\$	14,522	26.8%	\$	2,245	15.5 %
Stock-based compensation		3,187	4.6		2,598	4.8		589	22.7
Professional, consulting and lobbying		10,258	14.7		7,381	13.6		2,877	39.0
Sales and marketing		5,411	7.8		4,902	9.1		509	10.4
Travel and meals		3,089	4.4		3,014	5.6		75	2.5
Other		8,928	12.8		10,572	19.5		(1,644)	(15.6)
		47,640	68.4		42,989	79.4		4,651	10.8
TASER Weapons segment									
Axon segment:									
Salaries, benefits and bonus		8,265	11.9		3,657	6.8		4,608	126.0
Stock-based compensation		1,112	1.6		960	1.8		152	15.8
Professional, consulting and lobbying		2,907	4.2		1,180	2.2		1,727	146.4
Sales and marketing		5,365	7.7		3,222	5.9		2,143	66.5
Travel and meals		2,560	3.7		1,764	3.3		796	45.1
Other		1,849	2.7		386	0.7		1,463	379.0
		22,058	31.6		11,169	20.6		10,889	97.5
Axon segment									
Total sales, general and administrative expenses	\$	69,698	100.0%	\$	54,158	100.0%	\$	15,540	28.7

Within the TASER Weapons segment, SG&A increased \$4.7 million, or 10.8%, to \$47.6 million from \$43.0 million in 2014. Salaries, benefits, bonus and stock-based compensation in the TASER Weapons increased approximately \$2.8 million in 2015 compared to 2014. This increase was primarily attributable to the Company's efforts to build out international and direct sales teams internally as well as increased headcount in certain administrative departments to support the overall growth of the entity. On a consolidated basis, legal, professional and accounting expenses were up \$0.9 million in 2015 compared to 2014, and most of this increase was allocated to the TASER Weapons segment. Audit and tax compliance costs were up approximately \$0.7 million due primarily to increased complexity in the business structure as well as overall growth of the Company. Also included in the increase in legal fees was \$0.2 million of costs to secure new patents and trademarks. The increase in sales and marketing was primarily attributable to increased efforts at the 2015 International Association of Chiefs of Police ("IACP") conference as compared to 2014. The Company incurred higher consulting and lobbying expense during 2015 as compared to 2014 increasing \$1.8 million to \$4. million in 2015. The Company also engaged additional international sales consultants during 2015 to drive increased sales in targeted foreign markets. Offsetting these increases was a decrease to other expenses. The decrease in other expense was primarily the result of a litigation settlement in 2014 of \$3.3 million as compared to settlements of \$0.2 million in 2015.

Within the Axon segment, SG&A increased \$10.9 million, or 97.5%, to \$22.1 million in 2015 in comparison to the prior year. Salaries, benefits, bonus and stock-based compensation in the Axon segment increased \$4.8 million as the Company continued to hire additional engineering, product management personnel and sales and marketing personnel and general support staff to further expand upon existing product offerings as well as the development of new mobile and cloud technologies. Sales and marketing expenses in the Axon segment also increased approximately \$2.1 million in comparison to 2014 due primarily to increased commissions on higher sales and increased marketing efforts for Axon technologies. The increase in consulting and lobbying was due to the Axon brand campaign that took place in the third quarter of 2015 as well as increased lobbying and public relations efforts ahead of the IACP conference held in October 2015. The increase in the balance of other expenses of \$1.5 million during the 2015 as compared 2014 was related to building expenses, including depreciation and amortization, and supplies. Of this amount \$0.7 million related to depreciation and amortization of assets acquired in two business combinations affected during 2015.

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Research and Development Expenses

Research and development ("R&D") expenses were comprised of the following for 2016 and 2015 (dollars in thousands):

	Year Ended December 31,		Dollar Change	Percent Change
	2016	2015		
Salaries, benefits and bonus	\$ 17,205	\$ 13,013	\$ 4,192	32.2 %
Stock-based compensation	3,320	2,576	744	28.9
Professional and consulting	3,212	3,835	(623)	(16.2)
Sales and marketing	919	63	856	1,358.7
Travel and meals	969	1,034	(65)	(6.3)
Other	4,984	3,093	1,891	61.1
Total research and development expenses	\$ 30,609	\$ 23,614	\$ 6,995	29.6
Research and development as a percentage of net sales	11.4%	11.9%		

Research and development expenses were \$30.6 million and \$23.6 million for the years ended December 31, 2016 and 2015, respectively, an increase of \$7.0 million, or 29.6%. As a percentage of net sales, R&D decreased slightly to 11.4% in 2016 in compared to 11.9% in 2015.

R&D by type and by segment were as follows for the years ended December 31, 2016 and 2015 (dollars in thousands):

	Year Ended December 31,		Dollar Change	Percent Change
	2016	2015		
TASER Weapons segment:				
Salaries, benefits and bonus	\$ 2,301	\$ 1,596	\$ 705	44.2 %
Stock-based compensation	639	394	245	62.2
Professional and consulting	1,167	1,196	(29)	(2.4)
Sales and marketing	6	18	(12)	(66.7)
Travel and meals	345	261	84	32.2
Other	1,429	1,005	424	42.2
TASER Weapons segment	5,887	4,470	1,417	31.7
Axon segment:				
Salaries, benefits and bonus	14,904	11,417	3,487	30.5
Stock-based compensation	2,681	2,182	499	22.9
Professional and consulting	2,045	2,639	(594)	(22.5)
Sales and marketing	913	45	868	1,928.9
Travel and meals	624	773	(149)	(19.3)
Other	3,555	2,088	1,467	70.3
Axon segment	24,722	19,144	5,578	29.1
Total research and development expenses	\$ 30,609	\$ 23,614	\$ 6,995	29.6

Within the TASER Weapons segment, R&D expenses increased \$1.4 million, or 31.7%, to \$5.9 million in 2016. Salaries, benefits, bonus and stock-based compensation in the TASER Weapons increased approximately \$1.0 million in 2016 compared to 2015. The increase for 2016 compared to 2015 is primarily driven by additional headcount as the Company continued to invest in the development of new CEW related technologies.

Within the Axon segment, R&D expenses increased \$5.6 million, or 29.1%, to \$24.7 million in 2016 from the prior year. The Company's Axon segment was responsible for approximately 81% of the overall expenses in R&D. Of the \$5.6 million increase in R&D for the Axon segment, \$4.0 million related to salaries and benefits, inclusive of bonus and stock-based compensation. The increase in sales and marketing of \$0.9 million related to contractual earn-outs for legacy MediaSolv employees, who work in R&D, that are recorded as commissions expense, as they are tied to executed sales contracts. The Company remained focused on growing the Axon segment as it added headcount and external resources to develop new products and services to further advance its scalable cloud-connected device platform. These increases were partially offset by decreases in professional and consulting of \$0.6 million related primarily to the Company being more selective in the utilization of consultants versus hiring additional internal

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resources. The biggest portion of the increase in other R&D expenses related to tooling and supplies that made up \$0.8 million of the overall increase. The remaining increase was attributable to the overall growth in of the Axon R&D department.

Research and development expenses were comprised of the following for 2015 and 2014 (dollars in thousands):

	Year Ended December 31,		Dollar Change	Percent Change
	2015	2014		
Salaries, benefits and bonus	\$ 13,013	\$ 8,077	\$ 4,936	61.1%
Stock-based compensation	2,576	1,820	756	41.5
Professional and consulting	3,835	1,998	1,837	91.9
Sales and marketing	63	45	18	40.0
Travel and meals	1,034	694	340	49.0
Other	3,093	2,251	842	37.4
Total research and development expenses	\$ 23,614	\$ 14,885	\$ 8,729	58.6
Research and development as a percentage of net sales	11.9%	9.0%		

Research and development expenses were \$23.6 million and \$14.9 million for the years ended December 31, 2015 and 2014, respectively, an increase of \$8.7 million, or 58.6%. As a percentage of net sales, R&D increased to 11.9% in 2015 in comparison to 9.0% in 2014.

R&D by type and by segment were as follows for the years ended December 31, 2015 and 2014 (dollars in thousands):

	Year Ended December 31,		Dollar Change	Percent Change
	2015	2014		
TASER Weapons segment:				
Salaries, benefits and bonus	\$ 1,596	\$ 1,689	\$ (93)	(5.5)%
Stock-based compensation	394	280	114	40.7
Professional and consulting	1,196	730	466	63.8
Sales and marketing	18	27	(9)	(33.3)
Travel and meals	261	223	38	17.0
Other	1,005	923	82	8.9
TASER Weapons segment	4,470	3,872	598	15.4
Axon segment:				
Salaries, benefits and bonus	11,417	6,388	5,029	78.7
Stock-based compensation	2,182	1,540	642	41.7
Professional and consulting	2,639	1,268	1,371	108.1
Sales and marketing	45	18	27	150.0
Travel and meals	773	471	302	64.1
Other	2,088	1,328	760	57.2
Axon segment	19,144	11,013	8,131	73.8
Total research and development expenses	\$ 23,614	\$ 14,885	\$ 8,729	58.6

Within the TASER Weapons segment, R&D expenses increased \$0.6 million, or 15.4%, to \$4.5 million in 2015, which was primarily driven by internal efforts and consulting expenses related to development of future CEW products.

Within the Axon segment, R&D expenses increased \$8.1 million, or 73.8%, to \$19.1 million in 2015 from the prior year. The increase for 2015 compared to 2014 was primarily driven by additional headcount and higher consulting fees as the Company continued its efforts to launch new product lines and SaaS offerings to strengthen its competitive advantage in these emerging technologies.

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Interest and Other Income (Expense), Net

Interest and other income (expense), net was \$(0.4) million for the year ended December 31, 2016 compared to income of \$26,000 and \$0.2 million for the years ended December 31, 2015 and 2014, respectively. Other income and expense amounts for 2016, 2015 and 2014 consisted primarily of investment interest income and foreign currency transaction adjustments. For the year ended December 31, 2016, interest income of \$0.7 million was more than offset by losses on foreign currency of \$1.1 million.

Provision for Income Taxes

The provision for income taxes was \$14.2 million for the year ended December 31, 2016. The effective income tax rate for 2016 was 45.1%. The effect of state income taxes of \$0.9 million and the tax effects of intercompany transactions of \$0.6 million were offset by a benefit of \$1.9 million for research and development credits in the current year. The difference between statutory and foreign tax rates of \$1.5 million was largely driven by losses incurred in a foreign entity for which no tax benefit will be realized. In addition, a valuation allowance in the amount of \$1.8 million was recorded as of December 31, 2016 related to certain research and development tax credits that may not be utilized prior to expiration and losses in certain foreign jurisdictions in which there is a cumulative loss.

The provision for income taxes was \$15.4 million for the year ended December 31, 2015. The effective income tax rate for 2015 was 43.7%. The effect of state income tax of \$1.1 million was largely offset by a benefit of \$1.0 million of research and development credits in the current year. The difference between statutory and foreign tax rates of \$2.4 million was largely driven by losses incurred in a newly formed foreign entity for which no tax benefit will be realized, partially reduced by a tax benefit for newly formed foreign entities for which the statutory tax rate is lower than the U.S. statutory tax rate. In addition, valuation allowance in the amount of \$1.2 million was recorded.

The provision for income taxes was \$12.4 million for the year ended December 31, 2014. The effective income tax rate for 2014 was 38.4%. The effect of state income tax of \$1.4 million was largely offset by a benefit of \$0.6 million from incentive stock option deductions as well as \$0.5 million of research and development credits in the current year. When an employee exercises ISOs and sells the related stock prior to the end of the mandatory holding period, the associated expense becomes a reduction to the Company's taxable income.

Net Income

Our net income decreased by \$2.6 million to \$17.3 million for the year ended December 31, 2016 compared to \$19.9 million in 2015. Net income per basic share was \$0.33 and \$0.32 per diluted share, respectively, for 2016 compared to \$0.37 and \$0.36 per basic and diluted share, respectively, for 2015.

Our net income was \$19.9 million for each of the years ended December 31, 2015 and 2014. Net income per basic and diluted share was \$0.37 and \$0.36 for 2015, respectively, compared to \$0.38 and \$0.37 per basic and diluted share for 2014, respectively.

Liquidity and Capital Resources

Summary

As of December 31, 2016, we had \$40.7 million of cash and cash equivalents, a decrease of \$18.9 million from the end of 2015.

Cash Flows

The following table summarizes our cash flows from operating, investing and financing activities (in thousands):

	Year Ended December 31,		
	2016	2015	2014
Operating activities	\$ 17,925	\$ 46,445	\$ 35,432
Investing activities	(3,045)	(36,009)	(24,581)
Financing activities	(34,661)	603	(4,840)
Effect of exchange rate changes on cash and cash equivalents	906	120	85
Net increase (decrease) in cash and cash equivalents	\$ (18,875)	\$ 11,159	\$ 6,096

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Operating activities

Net cash provided by operating activities in 2016 of \$17.9 million consisted of \$17.3 million in net income, the net add-back of non-cash income statement items totaling \$8.9 million and a negative \$8.2 million net change in operating assets and liabilities. Included in the non-cash items are \$3.7 million in depreciation and amortization expense, \$9.4 million in stock-based compensation expense, and \$1.3 million of bond premium amortization. These additions were partially offset by an \$1.4 million reduction related to excess tax benefit from stock-based compensation and \$5.2 million related to deferred income taxes. The most significant increase to the portion of cash from operating activities related to the changes in operating assets and liabilities was a \$34.3 million increase in deferred revenue. Of the increase, \$8.1 million resulted from additional extended warranty sales, \$15.6 million resulted from increased hardware deferred revenue from TASER Assurance Program ("TAP") and OSP sales, and \$10.5 million related to prepayments for Axon services. The Company also had increases in cash provided from operating activities of \$17.6 million for increases in accounts payable and accrued liabilities related primarily to increased inventory purchases. These increases were offset by increased prepaid expenses and other current assets of \$29.1 million, inventory of \$18.7 million and accounts and notes receivable of \$13.3 million during 2016. The increases in accounts and notes receivable were due to increased sales during 2016, and increases in inventory resulted from higher anticipated sales for 2017. Long-term accounts receivable increased by \$16.4 million during 2016 for sales made under OSP and TASER 60. The increase in prepaid expenses and other asset accounts during 2016 was driven primarily increased prepaid commissions of \$1.8 million attributable to higher sales, increased balances under corporate-owned life insurance policies of \$1.1 million, \$3.3 million of restricted cash related primarily to a customer contract requiring certain contractual payments to be deposited in escrow until approved for release, and \$1.7 million of long-term contingent consideration deposited in escrow in connection with a business combination that was completed in December 2016.

Net cash provided by operating activities in 2015 of \$46.4 million consisted of \$19.9 million in net income, the net add-back of non-cash income statement items totaling \$6.3 million, and a positive \$20.2 million net change in operating assets and liabilities. Included in the non-cash items was \$3.3 million in depreciation and amortization expense, \$7.3 million in stock-based compensation expense, and \$1.7 million of bond premium amortization. Those additions were partially offset by a \$6.9 million reduction related to excess tax benefit from stock-based compensation that was treated as a financing activity for cash flow purposes. The most significant increase to the portion of cash from operating activities related to the changes in operating assets and liabilities was a \$15.3 million increase to deferred revenue. Of the increase in deferred revenue, \$4.0 million resulted from additional extended warranty sales, \$7.3 million resulted from increased hardware deferred revenue from the Company's TAP and OSP sales programs, and \$4.0 million related to prepayments for Axon SaaS and related services. The Company also had increases in cash provided from operating activities of \$4.2 million and \$3.1 million for decreases in accounts and notes receivable and inventory, respectively. In addition, the \$5.9 million increase to cash from operating activities related to increases in accounts payable, accrued and other liabilities that was primarily caused by current income tax expense, which would have resulted in an increase to income tax payable, if it had not been reduced by the excess tax benefit from stock-based compensation discussed above. Those increases were partially offset by increased prepaid expenses and other current assets of \$8.6 million during 2015. The increase in other asset accounts during 2015 was driven by primarily by increased prepaid commissions of \$2.5 million, increased long-term accounts receivable of \$1.2 million for sales made under OSP, increased balances under corporate-owned life insurance policies of \$1.1 million, and a deposit made with a foreign component manufacturer of \$2.6 million related to future services.

Net cash provided by operating activities in 2014 of \$35.4 million consisted of \$19.9 million in net income, the net add-back of non-cash income statement items totaling \$9.6 million and a positive \$5.9 million net change in operating assets and liabilities. Included in the non-cash items was \$4.3 million in depreciation and amortization expense and \$5.6 million in stock-based compensation expense. Those additions were partially offset by an \$8.0 million reduction related to excess tax benefit from stock-based compensation that was treated as a financing activity for cash flow purposes. The most significant increase to the portion of cash from operating activities related to the changes in operating assets and liabilities is a \$15.5 million increase to deferred revenue. Of the increase in deferred revenue, \$6.1 million resulted from additional extended warranty sales, \$3.9 million resulted from increased hardware deferred revenue from TAP sales, and \$5.3 million related to prepayments for Axon SaaS services. In addition, the \$9.5 million increase to cash from operating activities related to increases in accounts payable, accrued and other liabilities that was primarily caused by current income tax expense, which would have resulted in an increase to income tax payable, if it had not been reduced by the excess tax benefit from stock-based compensation discussed above. Those increases to operating cash flow were partially offset by an increase in accounts and notes receivable of \$8.4 million due to higher sales in the fourth quarter of 2014 compared to the same quarter in 2013, and an increase in inventory of \$9.4 million.

Investing activities

Primarily as a result of investing cash generated from operating activities, we used \$3.0 million in investing activities in 2016. Calls and maturities on our investments, net of purchases, were \$8.9 million. During 2016, we invested \$3.5 million for the

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acquisition of developed technology and hiring of personnel to form the Axon Artificial Intelligence group. The Company also invested \$8.4 million in the purchase of property and equipment and intangibles, net of proceeds related to disposals.

Primarily as a result of investing cash generated from operating activities, the Company used \$36.0 million for investing activities in 2015. Purchases of investments, net of calls and maturities, were \$18.4 million. During 2015, net cash of \$11.2 million was used for the acquisitions of MediaSolv Solutions Corporation and Tactical Safety Responses LTD. The Company also invested \$6.5 million in the purchase of property and equipment and intangibles.

During the year ended December 31, 2014, the Company used \$24.6 million for investing activities. Purchases of investments, net of calls and maturities, were \$21.9 million. The Company also invested \$2.7 million in the purchase of property and equipment and intangibles.

Financing activities

Net cash used by financing activities was \$34.7 million for the year ended December 31, 2016. During 2016, the Company repurchased \$33.7 million of its common stock, which was purchased for a weighted average cost of \$18.90 per share, inclusive of applicable administrative costs. Additionally, the Company paid payroll taxes of \$1.8 million on behalf of employees who net-settled stock awards during the period. These decreases were partially offset by \$0.5 million of proceeds from the exercise of stock options, and \$1.4 million of excess tax benefit from stock-based compensation. The purchase of common stock was made under a stock repurchase program authorized by TASER's Board of Directors.

Net cash used by financing activities was \$0.6 million for the year ended December 31, 2015. During 2015, the Company repurchases \$7.6 million of the Company's common stock, which was purchased for a weighted average cost of \$25.86 per share. The Company also paid payroll taxes of \$1.4 million on behalf of employees who net-settled stock awards during the year. These decreases were partially offset by \$2.7 million of proceeds from the exercise of stock options, and \$6.9 million of excess tax benefit from stock proceeds. The purchase of common stock was made under a stock repurchase program authorized by TASER's Board of Directors.

Net cash used by financing activities was \$4.8 million for the year ended December 31, 2014. The repurchase of \$22.4 million of the Company's common stock, which was purchased for a weighted average cost of \$12.99 per share, was partially offset by \$11.0 million of proceeds from the exercise of stock options, and \$8.0 million of excess tax benefit from stock proceeds. The purchase of common stock was made under a stock repurchase program authorized by TASER's Board of Directors.

Liquidity and Capital Resources

Our most significant source of liquidity continues to be funds generated by operating activities and available cash and cash equivalents. In addition, our \$10.0 million revolving credit facility is available for additional working capital needs or investment opportunities. Under the terms of the line of credit, available borrowings are reduced by outstanding letters of credit. The line is secured by substantially all of the assets of the Company, and bears interest at varying rates, currently LIBOR plus 1.5% or Prime less 0.75%. As of December 31, 2016, we had letters of credit outstanding of \$2.7 million, leaving the net amount available for borrowing of \$7.3 million. The facility matures on July 31, 2017. There can be no assurance that we will continue to generate cash flows at or above current levels or that we will be able to maintain our ability to borrow under our revolving credit facility. At December 31, 2016 and 2015, there were no borrowings under the line.

Our agreement with the bank requires us to comply with certain financial and other covenants including maintenance of a minimum leverage ratio and fixed charge coverage ratio. The leverage ratio (ratio of total liabilities to tangible net worth) can be no greater than 1 :1, and the fixed charge coverage ratio can be no less than 1.25 :1, based upon a trailing twelve -month period. At December 31, 2016, the Company's tangible net worth ratio was 1.02 :1 and its fixed charge coverage ratio was 2.30 :1. The Company's violation of the leverage ratio requirement was waived as of December 31, 2016.

Based on our strong balance sheet and the fact that we had just \$0.2 million in total long-term debt and capital lease obligations at December 31, 2016, we believe financing will be available, both through our existing credit line and possible additional financing. However, there is no assurance that such funding will be available on terms acceptable to us, or at all.

We believe funds generated from our expected results of operations, as well as available cash and investments, will be sufficient to finance our operation and strategic initiatives for 2017 and the foreseeable future. From time to time, our board of directors considers repurchases of our common stock. Further repurchases of our common stock will take place on the open market, will be financed with available cash and are subject to authorization as well as market and business conditions.

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Contractual Obligations

The following table outlines our future contractual financial obligations by period in which payment is expected, as of December 31, 2016 (dollars in thousands):

	Total	Less than 1 Year	1 - 3 Years	3 - 5 Years	More than 5 Years
Non-cancelable operating leases	\$ 5,117	\$ 1,440	\$ 1,924	\$ 1,249	\$ 504
Capital leases including interest	141	36	72	33	—
Open purchase orders	46,035	46,035	—	—	—
Total contractual obligations	<u>\$ 51,293</u>	<u>\$ 47,511</u>	<u>\$ 1,996</u>	<u>\$ 1,282</u>	<u>\$ 504</u>

Open purchase orders in the above table primarily represent cancelable purchase orders with key vendors, which are included in this table due to the Company's strategic relationships with these vendors.

We are subject to U.S. Federal income tax as well as income taxes imposed by several states and foreign jurisdictions. As of December 31, 2016, we had \$4.1 million of gross unrecognized tax benefits related to uncertain tax positions. The settlement period for our long-term income tax liabilities cannot be determined; however, the liabilities are not expected to significantly increase or decrease within the next 12 months.

Off-Balance Sheet Arrangements

The discussion of off-balance sheet arrangements in Note 9 to the consolidated financial statements included in Part II, Item 8 of this Annual Report on Form 10-K is incorporated by reference herein.

Critical Accounting Estimates

We have identified the following accounting estimates as critical to our business operations and the understanding of our results of operations. The preparation of this Annual Report on Form 10-K requires us to make estimates and assumptions that affect the reported amount of assets and liabilities, disclosure of contingent assets and liabilities at the date of our consolidated financial statements, and the reported amounts of revenue and expenses during the reporting period. While we don't believe that a change in these estimates is reasonably likely, there can be no assurance that our actual results will not differ from these estimates. The effect of these estimates on our business operations is discussed below.

Product Warranties

The Company warrants its CEWs and Axon devices from manufacturing defects on a limited basis for a period of one year after purchase and, thereafter, will replace any defective unit for a fee. Estimated costs for our standard warranty are charged to cost of products sold and services delivered when revenue is recorded for the related product. We estimate future warranty costs based on historical data related to returns and warranty costs on a quarterly basis and apply this rate to current product anticipated returns from our customers. We have also historically increased our reserve amount if we become aware of a component failure that could result in larger than anticipated returns from our customers. The accrued warranty liability is reviewed quarterly to evaluate whether it sufficiently reflects the remaining warranty obligations based on the anticipated expenditures over the balance of the warranty obligation period, and adjustments are made when actual warranty claim experience differs from estimates. As of December 31, 2016 and 2015, our reserve for warranty returns was approximately \$0.8 million and \$0.3 million, respectively. Warranty expense (recoveries) in the years ended December 31, 2016, 2015 and 2014 was \$0.6 million, \$(0.1) million and \$0.4 million, respectively. The increase in warranty reserve and related expense as of and for the year ended ended December 31, 2016 was primarily driven by additional warranty reserves related to the introduction of the Axon Body 2 on-officer camera, its related Axon Dock and related parts and accessories. The Company provided a supplemental reserve of approximately \$0.6 million for uncertainties surrounding potential return rates due to these products first being sold in 2016 without well-established return rates, which is standard for new products the Company introduces. The Company has been closely monitoring actual returns, and will adjust its estimates in subsequent periods, accordingly. Additionally, as the Company continues investing in the development of new technologies it will continue to assess the adequacy of its reserves related to inherent uncertainties with new product offerings.

Revenue related to separately-priced extended warranties is recorded as deferred revenue at its contractual amount and subsequently recognized in net sales on a straight-line basis over the delivery period. Costs related to extended warranties are charged to cost of products sold and services delivered when incurred.

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Inventory

Inventories are stated at the lower of cost or market, with cost determined using the weighted average cost of raw materials, which approximates the first-in, first-out ("FIFO") method, and an allocation of manufacturing labor and overhead costs. The allocation of manufacturing labor and overhead costs includes management's judgments of what constitutes normal capacity of our production facilities and a determination of what costs are considered to be abnormal fixed production costs, which are expensed as current period charges. Provisions are made to reduce potentially excess, obsolete or slow-moving inventories to their net realizable value. These provisions are based on our best estimates after considering historical demand, projected future demand, inventory purchase commitments, industry and market trends and conditions and other factors. During the year ended December 31, 2016, the Company recorded provisions for obsolete inventory of approximately \$1.2 million compared to \$0.5 million during 2015. The increase in provisions made during 2016 was primarily attributable to Axon Body 1 and Axon Flex 1 on-officer cameras due to the introduction of the second generation of these products during 2016.

Revenue Recognition, Deferred Revenue and Accounts and Notes Receivable

We derive our revenue from two primary sources: (1) the sale of physical products, including our CEWs, Axon cameras, corresponding hardware extended warranties, and related accessories such as Axon Docks, cartridges and batteries, and (2) subscription to our Evidence.com digital evidence management SaaS (including data storage fees and other ancillary services), which includes varying levels of support. To a lesser extent, we also recognize training and other revenue. Revenue is recognized when persuasive evidence of an arrangement exists, delivery has occurred or services have been rendered, title has transferred, the price is fixed and collectability is reasonably assured. Contractual arrangements may contain explicit customer acceptance provisions, and under such arrangements, the Company defers recognition of revenue until formal customer acceptance is received. Extended warranty revenue, SaaS revenue and related data storage revenue are recognized ratably over the term of the contract.

Revenue arrangements with multiple deliverables are divided into separate units and revenue is allocated using the relative selling price method based upon vendor-specific objective evidence of selling price or third-party evidence of the selling prices if vendor-specific objective evidence of selling prices does not exist. If neither vendor-specific objective evidence nor third-party evidence exists, management uses its best estimate of selling price. The majority of the Company's allocations of arrangement consideration under multiple element arrangements are performed using vendor-specific objective evidence by utilizing prices charged to customers for deliverables when sold separately. The Company's multiple element arrangements may include future CEWs and/or Axon devices to be delivered at defined points within a multi-year contract, and in those arrangements, the Company allocates total arrangement consideration over the life of the multi-year contract to future deliverables using management's best estimate of selling price. The Company has not utilized third-party evidence of selling price.

For the the years ended December 31, 2016, 2015 and 2014, the composition of revenue recognized from arrangements containing multiple elements and those not containing multiple elements was as follows:

For the Year Ended December 31, 2016									
	TASER Weapons		Axon		Total				
Arrangements with multiple elements	\$	34,558	17.1%	\$	56,270	85.8%	\$	90,828	33.9%
Arrangements without multiple elements		168,086	82.9		9,331	14.2		177,417	66.1
Total	\$	202,644	100.0%	\$	65,601	100.0%	\$	268,245	100.0%
For the Year Ended December 31, 2015									
	TASER Weapons		Axon		Total				
Arrangements with multiple elements	\$	11,141	6.9%	\$	26,489	74.6%	\$	37,630	19.0%
Arrangements without multiple elements		151,234	93.1		9,028	25.4		160,262	81.0
Total	\$	162,375	100.0%	\$	35,517	100.0%	\$	197,892	100.0%
For the Year Ended December 31, 2014									
	TASER Weapons		Axon		Total				
Arrangements with multiple elements	\$	5,972	4.1%	\$	12,149	64.2%	\$	18,121	11.0%
Arrangements without multiple elements		139,641	95.9		6,763	35.8		146,404	89.0
Total	\$	145,613	100.0%	\$	18,912	100.0%	\$	164,525	100.0%

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Evidence.com, Axon cameras and related accessories are sometimes sold separately, but in most instances are sold together. In these instances, customers typically purchase and pay for the equipment and one year of Evidence.com in advance. Additional years of service are generally billed annually over a specified service term, which has typically ranged from one to five years. Axon equipment represents a deliverable that is provided to the customer at the time of sale, while Evidence.com services are provided over the specified term of the contract. Generally, the Company recognizes revenue for the Axon equipment at the time of the sale consistent with the discussion of multiple deliverable arrangements above. Revenue for Evidence.com is deferred at the time of the sale and recognized over the service period. At times the Company subsidizes the cost of Axon devices provided to customers to secure long-term Evidence.com service contracts. In such circumstances, revenue related to the Axon devices recognized at the time of delivery is limited to the amount collected from the customer that is not contingent upon the delivery of future Evidence.com services. The Company recognizes the remaining allocated revenue related to subsidized Axon devices over the remaining period it provides the contracted Evidence.com services.

Deferred revenue consists of payments received in advance related to products and services for which the criteria for revenue recognition have not yet been met. Deferred revenue that will be recognized during the succeeding twelve month period is recorded as current deferred revenue and the remaining portion is recorded as long-term. Deferred revenue does not include future revenue from multi-year contracts for which no invoice has yet been created. We generally bill customers in annual installments.

Sales are typically made on credit and we generally do not require collateral. We perform ongoing credit evaluations of our customers' financial condition and maintain an allowance for estimated potential losses. Uncollectible accounts are written off when deemed uncollectible, and accounts and notes receivable are presented net of an allowance for doubtful accounts. This allowance represents our best estimate and is based on our judgment after considering a number of factors including third-party credit reports, actual payment history, customer-specific financial information and broader market and economic trends and conditions. In the event that actual uncollectible amounts differ from our estimates, additional expense could be necessary.

Valuation of Goodwill, Intangibles and Long-lived Assets

The recoverability of the goodwill is evaluated and tested for impairment at least annually during the fourth quarter or more often, if and when circumstances indicate that goodwill may not be recoverable. Finite-lived intangible assets and other long-lived assets are amortized over their useful lives. We evaluate whether events and circumstances have occurred that indicate the remaining estimated useful life of long-lived assets and intangible assets may warrant revision or that the remaining balance of these assets, including intangible assets with indefinite lives, may not be recoverable.

Circumstances that might indicate long-lived assets might not be recoverable could include, but are not limited to, a change in the product mix, a change in the way products are created, produced or delivered, or a significant change in the way our products are branded and marketed. When performing a review for recoverability, we estimate the future undiscounted cash flows expected to result from the use of the assets and their eventual disposition. The amount of the impairment loss, if impairment exists, is calculated based on the excess of the carrying amounts of the assets over their estimated fair value computed using discounted cash flows.

Income Taxes

We recognize federal, state and foreign current tax liabilities or assets based on our estimate of taxes payable or refundable in the current fiscal year by tax jurisdiction. We also recognize federal, state and foreign deferred tax assets or liabilities, as appropriate, for our estimate of future tax effects attributable to temporary differences and carry forwards.

We recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained based on the technical merits of the position. The tax benefits recognized in the consolidated financial statements from such positions are measured based on the largest benefit that has a greater than fifty percent likelihood of being realized upon ultimate resolution. Management must also assess whether uncertain tax positions as filed could result in the recognition of a liability for possible interest and penalties if any. We have completed research and development tax credit studies which identified approximately \$11.4 million in tax credits for federal, Arizona and California income tax purposes related to the 2003 through 2016 tax years, net of the federal benefit on the Arizona and California research and development tax credits. Management determined that it was more likely than not that the full benefit of the research and development tax credit would not be sustained on examination and accordingly, has established a liability for unrecognized tax benefits of \$3.9 million as of December 31, 2016. In addition, we established a \$0.1 million liability related to uncertain tax positions for certain state income tax liabilities, for a total unrecognized tax benefit at December 31, 2016 of \$4.0 million. Management does not expect the amount of the unrecognized tax benefit liability to change significantly within the next 12 months. Should the unrecognized tax benefit of \$4.0 million be recognized, the Company's effective tax rate would be favorably impacted. Our estimates are based on the information available to us at the time we prepare the income tax provisions. Our income tax returns are subject to audit by federal, state, and local

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governments, generally years after the returns are filed. These returns could be subject to material adjustments or differing interpretations of the tax laws.

Our calculation of current and deferred tax assets and liabilities is based on certain estimates and judgments and involves dealing with uncertainties in the application of complex tax laws. Our estimates of current and deferred tax assets and liabilities may change based, in part, on added certainty or finality to an anticipated outcome, changes in accounting or tax laws in the U.S. and overseas, or changes in other facts or circumstances. In addition, we recognize liabilities for potential U.S. tax contingencies based on our estimate of whether, and the extent to which, additional taxes may be due. If we determine that payment of these amounts is unnecessary, or if the recorded tax liability is greater than our current assessment, we may be required to recognize an income tax benefit, or additional income tax expense, respectively, in our consolidated financial statements.

In preparing our consolidated financial statements, management assesses the likelihood that our deferred tax assets will be realized from future taxable income. In evaluating our ability to recover our deferred income tax assets, management considers all available positive and negative evidence, including operating results, ongoing tax planning and forecasts of future taxable income on a jurisdiction by jurisdiction basis. A valuation allowance is established if we determine that it is more likely than not that some portion or all of the net deferred tax assets will not be realized.

Although management believes that its tax estimates are reasonable, the ultimate tax determination involves significant judgments that could become subject to audit by tax authorities in the ordinary course of business. As of December 31, 2016, the Company would need to generate approximately \$44.3 million of pre-tax book income in order to realize the net deferred tax assets for which a benefit has been recorded. This estimate considers the reversal of approximately \$10.6 million of gross deferred tax liabilities, \$4.0 million tax-effected. We also have state net operating losses ("NOLs") of \$1.8 million, which produce deferred tax assets of \$68,000, which expire at various dates between 2029 and 2034. We anticipate the Company's future income to continue to trend upward from our 2016 results, with sufficient pre-tax book income to realize a large portion of our deferred tax assets. However, based on specific income projections in years in which certain tax assets are set to expire, and cumulative losses in certain foreign tax jurisdictions, a reserve of approximately \$3.5 million has been recorded as a valuation allowance against deferred tax assets as of December 31, 2016.

Stock-Based Compensation

We have historically granted stock-based compensation to key employees and non-employee directors as a means of attracting and retaining highly qualified personnel. We have historically utilized restricted stock units and stock options; however, no stock options were issued during 2016, 2015 or 2014. The fair value of restricted stock units is estimated as the closing price of our common stock on the date of grant. We estimate the fair value of granted stock options by using the Black-Scholes-Merton option pricing model, which requires the input of highly subjective assumptions. These assumptions include estimating the length of time employees will retain their stock options before exercising them (expected term), the estimated volatility of our common stock price over the expected term and the number of options that will ultimately not vest (forfeitures). The expense for both restricted stock units and stock options is recorded over the life of the grant, net of forfeitures.

We have granted a total of approximately 1.7 million performance-based awards (options and restricted stock units) of which approximately 0.4 million are outstanding as of December 31, 2016, the vesting of which is contingent upon the achievement of certain performance criteria including the successful development and market acceptance of future product introductions as well as our future sales targets and operating performance. These awards will vest and compensation expense will be recognized based on management's best estimate of the probability of the performance criteria being satisfied using the most currently available projections of future product adoption and operating performance, adjusted at each balance sheet date. Changes in the subjective and probability-based assumptions can materially affect the estimate of fair value of stock-based compensation and consequently, the related amount recognized in our statements of operations.

Contingencies and Accrued Litigation Expense

We are subject to the possibility of various loss contingencies including product-related litigation, arising in the ordinary course of business. We consider the likelihood of loss or impairment of an asset or the incurrence of a liability, as well as our ability to reasonably estimate the amount of loss in determining loss contingencies. An estimated loss contingency is accrued when it is probable that an asset has been impaired or a liability has been incurred and the amount of loss can be reasonably estimated. We regularly evaluate current information available to us to determine whether such accruals should be adjusted and whether new accruals are required.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

Interest Rate Risk

We typically invest in a limited number of financial instruments, consisting principally of investments in money market accounts, certificates of deposit, corporate and municipal bonds with a typical long-term debt rating of “A” or better by any nationally recognized statistical rating organization, denominated in U.S. dollars. All of our cash equivalents and investments are treated as “held-to-maturity.” Investments in fixed-rate interest-earning instruments carry a degree of interest rate risk as their market value may be adversely impacted due to a rise in interest rates. As a result, we may suffer losses in principal if we sell securities that have declined in market value due to changes in interest rates. However, because we classify our debt securities as “held-to-maturity” based on our intent and ability to hold these instruments to maturity, no gains or losses are recognized due to changes in interest rates. These securities are reported at amortized cost. Based on investment positions as of December 31, 2016, a hypothetical 100 basis point increase across all maturities would result in a \$0.2 million incremental decline in the fair market value of the portfolio. Such losses would only be realized if the Company sold the investments prior to maturity.

Additionally, we have access to a line of credit borrowing facility which bears interest at varying rates, currently at LIBOR plus 1.5% or Prime less 0.75%. Under the terms of the line of credit, available borrowings are reduced by outstanding letters of credit, which totaled \$2.7 million at December 31, 2016. At December 31, 2016, there was no amount outstanding under the line of credit, and the available borrowing under the line of credit was \$7.3 million. We have not borrowed any funds under the line of credit since its inception; however, should we need to do so in the future, such borrowings could be subject to adverse or favorable changes in the underlying interest rate.

Exchange Rate Risk

Our results of operations and cash flows are subject to fluctuations due to changes in foreign currency exchange rates, particularly changes in the Euro and the British Pound, in each case compared to the U.S. Dollar, related to transactions by TASER International B.V., TASER Europe SE, Axon Public Safety UK LTD, Axon Public Safety Australia Pty Ltd, and Axon Public Safety Canada, Inc. To date, we have not engaged in any currency hedging activities, although we may do so in the future. Fluctuations in currency exchange rates could harm our business in the future.

The majority of our sales to international customers are transacted in U.S. dollars and therefore, are not subject to exchange rate fluctuations on these transactions. However, the cost of our products to our customers increases when the U.S. dollar strengthens against their local currency and the Company may have more sales and expenses denominated in foreign currencies in future years which would increase its foreign exchange rate risk.

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TASER INTERNATIONAL, INC.
CONSOLIDATED BALANCE SHEETS
(in thousands, except share data)

	December 31,	
	2016	2015
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 40,651	\$ 59,526
Short-term investments	48,415	50,254
Accounts and notes receivable, net of allowance of \$443 and \$322 as of December 31, 2016 and 2015, respectively	39,466	27,701
Inventory	34,841	15,763
Prepaid expenses and other current assets	13,858	8,165
Total current assets	177,231	161,409
Property and equipment, net	24,004	21,848
Deferred income tax assets, net	19,515	13,719
Intangible assets, net	15,218	7,588
Goodwill	10,442	9,596
Long-term investments	234	8,525
Long-term accounts and notes receivable, net of current portion	17,602	1,227
Other assets	13,917	5,969
Total assets	\$ 278,163	\$ 229,881
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 10,736	\$ 7,333
Accrued liabilities	18,248	8,643
Current portion of deferred revenue	45,137	20,851
Customer deposits	2,148	1,226
Current portion of business acquisition contingent consideration	1,690	—
Other current liabilities	80	87
Total current liabilities	78,039	38,140
Deferred revenue, net of current portion	40,054	30,190
Liability for unrecognized tax benefits	1,896	1,315
Long-term deferred compensation	3,362	2,199
Business acquisition contingent consideration, net of current portion	1,635	952
Other long-term liabilities	2,289	81
Total liabilities	127,275	72,877
Commitments and contingencies (Note 9)		
Stockholders' equity:		
Preferred stock, \$0.00001 par value; 25,000,000 shares authorized; no shares issued and outstanding as of December 31, 2016 and 2015	—	—
Common stock, \$0.00001 par value; 200,000,000 shares authorized; 52,325,251 and 53,692,192 shares issued and outstanding as of December 31, 2016 and 2015, respectively	1	1
Additional paid-in capital	187,656	178,143
Treasury stock at cost, 20,220,227 and 18,432,158 shares as of December 31, 2016 and 2015, respectively	(155,947)	(122,201)
Retained earnings	118,275	100,978
Accumulated other comprehensive income	903	83
Total stockholders' equity	150,888	157,004
Total liabilities and stockholders' equity	\$ 278,163	\$ 229,881

The accompanying notes are an integral part of these consolidated financial statements.

TASER INTERNATIONAL, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE INCOME
(in thousands, except per share data)

	For the Years Ended December 31,		
	2016	2015	2014
Net sales	\$ 268,245	\$ 197,892	\$ 164,525
Cost of products sold and services delivered	97,709	69,245	62,977
Gross margin	170,536	128,647	101,548
Operating expenses:			
Sales, general and administrative	108,076	69,698	54,158
Research and development	30,609	23,614	14,885
Total operating expenses	138,685	93,312	69,043
Income from operations	31,851	35,335	32,505
Interest and other income (expense), net	(354)	26	(194)
Income before provision for income taxes	31,497	35,361	32,311
Provision for income taxes	14,200	15,428	12,393
Net income	\$ 17,297	\$ 19,933	\$ 19,918
Net income per common and common equivalent shares:			
Basic	\$ 0.33	\$ 0.37	\$ 0.38
Diluted	\$ 0.32	\$ 0.36	\$ 0.37
Weighted average number of common and common equivalent shares outstanding:			
Basic	52,667	53,548	52,948
Diluted	53,536	54,638	54,500

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

Net income	\$ 17,297	\$ 19,933	\$ 19,918
Foreign currency translation adjustments	820	19	66
Comprehensive income	\$ 18,117	\$ 19,952	\$ 19,984

The accompanying notes are an integral part of these consolidated financial statements.

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TASER INTERNATIONAL, INC.
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(in thousands, except share data)

	Common Stock		Additional Paid-in Capital	Treasury Stock		Accumulated Other Comprehensive Income (Loss)	Retained Earnings	Total Stockholders' Equity
	Shares	Amount		Shares	Amount			
Balance, December 31, 2013	52,725,247	\$ 1	\$ 139,424	16,412,755	\$ (92,203)	\$ (2)	\$ 61,127	\$ 108,347
Stock options exercised and RSUs vested, net of withholdings	2,002,823	—	9,653	—	—	—	—	9,653
Stock-based compensation	—	—	5,579	—	—	—	—	5,579
Excess tax benefit from stock-based compensation	—	—	7,985	—	—	—	—	7,985
Purchase of treasury stock	(1,727,203)	—	—	1,727,203	(22,442)	—	—	(22,442)
Net income	—	—	—	—	—	—	19,918	19,918
Foreign currency translation adjustments	—	—	—	—	—	66	—	66
Balance, December 31, 2014	53,000,867	1	162,641	18,139,958	(114,645)	64	81,045	129,106
Stock options exercised and RSUs vested, net of withholdings	983,525	—	1,303	—	—	—	—	1,303
Stock-based compensation	—	—	7,263	—	—	—	—	7,263
Excess tax benefit from stock-based compensation	—	—	6,936	—	—	—	—	6,936
Purchase of treasury stock	(292,200)	—	—	292,200	(7,556)	—	—	(7,556)
Net income	—	—	—	—	—	—	19,933	19,933
Foreign currency translation adjustments	—	—	—	—	—	19	—	19
Balance, December 31, 2015	53,692,192	1	178,143	18,432,158	(122,201)	83	100,978	157,004
Stock options exercised and RSUs vested, net of withholdings	421,128	—	(1,294)	—	—	—	—	(1,294)
Stock-based compensation	—	—	9,369	—	—	—	—	9,369
Excess tax benefit from stock-based compensation	—	—	1,438	—	—	—	—	1,438
Purchase of treasury stock	(1,788,069)	—	—	1,788,069	(33,746)	—	—	(33,746)
Net income	—	—	—	—	—	—	17,297	17,297
Foreign currency translation adjustments	—	—	—	—	—	820	—	820
Balance, December 31, 2016	52,325,251	\$ 1	\$ 187,656	20,220,227	\$ (155,947)	\$ 903	\$ 118,275	\$ 150,888

The accompanying notes are an integral part of these consolidated financial statements.

TASER INTERNATIONAL, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)

	For the Years Ended December 31,		
	2016	2015	2014
Cash flows from operating activities:			
Net income	\$ 17,297	\$ 19,933	\$ 19,918
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	3,658	3,291	4,317
Purchase accounting adjustments to goodwill	520	—	—
Loss (gain) on disposals of property and equipment, net	42	(19)	17
Loss on disposal of intangible assets	21	225	215
Bond premium amortization	1,265	1,650	957
Stock-based compensation	9,369	7,263	5,579
Deferred income taxes	(5,167)	994	3,598
Unrecognized tax benefits	582	(156)	202
Tax benefit from stock-based compensation	(1,438)	(6,936)	(7,985)
Change in assets and liabilities:			
Accounts and notes receivable	(13,297)	4,244	(8,247)
Inventory	(18,668)	3,140	(7,214)
Prepaid expenses and other assets	(29,069)	(8,579)	(1,080)
Accounts payable, accrued and other liabilities	17,584	5,868	9,852
Deferred revenue	34,304	15,289	15,469
Customer deposits	922	238	(166)
Net cash provided by operating activities	17,925	46,445	35,432
Cash flows from investing activities:			
Purchases of investments	(56,086)	(62,464)	(32,900)
Proceeds from call / maturity of investments	64,951	44,105	10,997
Purchases of property and equipment	(4,957)	(6,003)	(2,505)
Proceeds from disposal of property and equipment	42	40	10
Purchases of intangible assets	(3,495)	(501)	(183)
Business acquisitions, net of cash acquired	(3,500)	(11,186)	—
Net cash used in investing activities	(3,045)	(36,009)	(24,581)
Cash flows from financing activities:			
Repurchase of common stock	(33,746)	(7,556)	(22,442)
Proceeds from options exercised	478	2,673	11,000
Payroll tax payments for net-settled stock awards	(1,772)	(1,370)	(1,347)
Payments on capital lease obligation	(32)	(80)	(36)
Payments on notes payable	(75)	—	—
Payment of contingent consideration for business acquisition	(952)	—	—
Excess tax benefit from stock-based compensation	1,438	6,936	7,985
Net cash (used in) provided by financing activities	(34,661)	603	(4,840)
Effect of exchange rate changes on cash and cash equivalents	906	120	85
Net increase (decrease) in cash and cash equivalents	(18,875)	11,159	6,096
Cash and cash equivalents, beginning of year	59,526	48,367	42,271
Cash and cash equivalents, end of year	\$ 40,651	\$ 59,526	\$ 48,367

The accompanying notes are an integral part of these consolidated financial statements.

**TASER INTERNATIONAL, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

1. Organization and Summary of Significant Accounting Policies

TASER International, Inc. ("TASER" or the "Company") is a developer and manufacturer of advanced conducted electrical weapons ("CEWs") designed for use by law enforcement, military, corrections, and private security personnel, and by private individuals for personal defense. In addition, the Company has developed full technology solutions for the capture, storage and management of video/audio evidence as well as other tactical capabilities for use in law enforcement. The Company sells its products worldwide through its direct sales force, distribution partners, online store and third-party resellers. The Company was incorporated in Arizona in September 1993, and reincorporated in Delaware in January 2001. The Company's corporate headquarters and manufacturing facilities are located in Scottsdale, Arizona. The Company's software development unit facility is located in Seattle, Washington. TASER International BV, a wholly owned subsidiary of the Company, serves as the Company's international headquarters, and is located in Amsterdam, Netherlands.

The accompanying consolidated financial statements include the accounts of the Company, and its wholly owned subsidiaries, including TASER International Europe SE ("TASER Europe"), TASER International B.V., Axon Public Safety Canada, and MediaSolv Solutions Corporation ("MediaSolv"). All material intercompany accounts, transactions, and profits have been eliminated.

a. Basis of Presentation and Use of Estimates

The accompanying consolidated financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP"). The preparation of these consolidated financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Significant estimates and assumptions in these consolidated financial statements include:

- product warranty reserves,
- inventory valuation,
- revenue recognition allocated in multiple-deliverable contracts or arrangements,
- valuation of goodwill, intangibles and long-lived assets,
- recognition, measurement and valuation of current and deferred income taxes,
- recognition and measurement of contingencies and accrued litigation expense, and
- fair value of stock awards issued, the estimated vesting period for performance-based stock awards and forfeiture rates,

Actual results could differ materially from those estimates.

b. Cash, Cash Equivalents and Investments

Cash, cash equivalents and investments include cash, money market funds, certificates of deposit, state and municipal obligations and corporate bonds. The Company places its cash and cash equivalents with high quality financial institutions. Although the Company deposits its cash with multiple financial institutions, its deposits, at times, may exceed federally insured limits.

Cash and cash equivalents include funds on hand and highly liquid investments purchased with initial maturity of three months or less. Short-term investments include securities with an expected maturity date within one year of the balance sheet date that do not meet the definition of a cash equivalent, and long-term investments are securities with an expected maturity date greater than one year. Based on management's intent and ability, the Company's investments are classified as held to maturity investments and are recorded at amortized cost. Held-to-maturity investments are reviewed quarterly for impairment to determine if other-than-temporary declines in the carrying value have occurred for any individual investment. Other-than-temporary declines in the value of held-to-maturity investments are recorded as expense in the period the determination is made.

c. Inventory

Inventories are stated at the lower of cost or market. Cost is determined using the weighted average cost of raw materials which approximates the first-in, first-out ("FIFO") method and includes allocations of manufacturing labor and overhead. Provisions are made to reduce potentially excess, obsolete or slow-moving inventories to their net realizable value. These provisions are based on management's best estimate after considering historical demand, projected future demand, inventory purchase commitments, industry and market trends and conditions and other factors. Management evaluates inventory costs for abnormal costs due to excess production capacity and treats such costs as period costs.

TASER INTERNATIONAL, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

d. Property and Equipment

Property and equipment are stated at cost, net of accumulated depreciation and amortization. Additions and improvements are capitalized, while ordinary maintenance and repair expenditures are charged to expense as incurred. Depreciation is calculated using the straight-line method over the estimated useful lives of the assets.

e. Software Development Costs

The Company expenses software development costs, including costs to develop software products or the software component of products to be marketed to external users, before technological feasibility of such products is reached. The Company has determined that technological feasibility is reached shortly before the release of those products and as a result, the development costs incurred after the establishment of technological feasibility and before the release of those products are not material.

Software development costs also include costs to develop software programs to be used solely to meet the Company's internal needs and cloud-based applications used to deliver its services. The Company capitalizes development costs related to these software applications once the preliminary project stage is complete and it is probable that the project will be completed and the software will be used to perform the intended function. Additionally, the Company capitalizes qualifying costs incurred for upgrades and enhancements to existing software that result in additional functionality. Costs related to preliminary project planning activities, post-implementation activities, maintenance and minor modifications are expensed as incurred. Internal-use software is amortized on a straight line basis over its estimated useful life.

Management evaluates the useful lives of these assets on an annual basis and tests for impairment whenever events or changes in circumstances occur that could impact the recoverability of these assets.

f. Valuation of Goodwill, Intangibles and Long-lived Assets

The Company does not amortize goodwill and intangible assets with indefinite useful lives, rather such assets are required to be tested for impairment at least annually during the fourth quarter or sooner whenever events or changes in circumstances indicate that the assets may be impaired. Finite-lived intangible assets and other long-lived assets are amortized over their useful lives. Management evaluates whether events and circumstances have occurred that indicate the remaining estimated useful life of long-lived assets and intangible assets may warrant revision or that the remaining balance of these assets, including intangible assets with indefinite lives, may not be recoverable.

Circumstances that might indicate long-lived assets might not be recoverable could include, but are not limited to, a change in the product mix, a change in the way products are created, produced or delivered, or a significant change in the way the Company's products are branded and marketed. When performing a review for recoverability, management estimates the future undiscounted cash flows expected to result from the use of the assets and their eventual disposition. The amount of the impairment loss, if impairment exists, is calculated based on the excess of the carrying amounts of the assets over their estimated fair value computed using discounted cash flows. No impairment losses were recorded during the years ended December 31, 2016, 2015 and 2014.

g. Customer Deposits

The Company requires deposits in advance of shipment for certain customer sales orders. Customer deposits are recorded as a current liability in the accompanying consolidated balance sheets.

h. Revenue Recognition, Deferred Revenue and Accounts and Notes Receivable

The Company derives revenue from two primary sources: (1) the sale of physical products, including CEWs, Axon cameras, corresponding extended warranties, and related accessories such as Axon Docks, cartridges and batteries, among others, and (2) subscription to the Company's Evidence.com software as a service ("SaaS") (including data storage fees and other ancillary services), which includes varying levels of support. To a lesser extent, the Company also recognizes training and other professional services revenue. Revenue is recognized when persuasive evidence of an arrangement exists, delivery has occurred or services have been rendered, title has transferred, the price is fixed and collectability is reasonably assured. Contractual arrangements may contain explicit customer acceptance provisions, and under such arrangements, the Company defers recognition of revenue until formal customer acceptance is received. Extended warranty revenue, SaaS revenue and related data storage revenue are recognized ratably over the term of the contract beginning on the commencement date of each contract.

TASER INTERNATIONAL, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

Revenue arrangements with multiple deliverables are divided into separate units and revenue is allocated using the relative selling price method based upon vendor-specific objective evidence of selling price or third-party evidence of the selling prices if vendor-specific objective evidence of selling prices does not exist. If neither vendor-specific objective evidence nor third-party evidence exists, management uses its best estimate of selling price. The majority of the Company's allocations of arrangement consideration under multiple element arrangements are performed using vendor-specific objective evidence by utilizing prices charged to customers for deliverables when sold separately. The Company's multiple element arrangements may include future CEWs and/or Axon devices to be delivered at defined points within a multi-year contract, and in those arrangements, the Company allocates total arrangement consideration over the life of the multi-year contract to future deliverables using management's best estimate of selling price. The Company has not utilized third-party evidence of selling price.

The Company offers the right to purchase extended warranties that include additional services and coverage beyond the standard limited warranty for certain products. Revenue for extended warranty purchases is deferred at the time of sale and recognized over the warranty period commencing on the date of sale. Extended warranties range from one to five years.

Evidence.com and Axon cameras and related accessories have stand-alone value to the customer and are sometimes sold separately, but in most instances are sold together. In these instances, customers typically purchase and pay for the equipment and one year of Evidence.com in advance. Additional years of service are generally billed annually over a specified service term, which has typically ranged from one to five years. Generally, the Company recognizes revenue for the Axon equipment at the time of the sale consistent with the discussion of multiple deliverable arrangements above. Revenue for Evidence.com is deferred at the time of the sale and recognized over the service period. At times the Company subsidizes the cost of Axon devices provided to customers to secure long-term Evidence.com service contracts. In such circumstances, revenue related to the Axon devices recognized at the time of delivery is limited to the amount collected from the customer that is not contingent upon the delivery of future Evidence.com services. The Company recognizes the remaining allocated revenue related to subsidized Axon devices over the remaining period it provides the contracted Evidence.com services.

In 2012, the Company introduced a program, the TASER Assurance Program ("TAP") whereby a customer purchasing a product and joining the program will have the right to trade-in the original product for a new product of the same or like model in the future. Upon joining TAP, customers also receive an extended warranty for the initial products purchased and spare inventory. Under this program the customer generally pays additional annual installments over the contract period, generally three to five years. The Company records consideration received related to the future product purchase as deferred revenue until all revenue recognition criteria are met, which is generally when the new product is delivered. Consideration related to future product purchases is determined at the inception of the arrangement using management's best estimate of selling price. Management's estimate is principally based on the current selling price for such products, with due evaluation of the impact of any expected product and pricing changes, which have historically had an immaterial influence on management's best estimate of selling price.

In 2015, The Company introduced the Officer Safety Plan ("OSP"), whereby a customer typically enters into a five year Evidence.com subscription that includes all of its standard advanced features along with unlimited storage. The OSP also includes a service plan that includes upgrades of (i) the Axon devices every 2.5 years and (ii) a TASER CEW at any point within the contract period. Upon entering into the OSP, customers also receive extended warranties on the Axon and CEW devices over the five -year contract periods as well as spare inventory units. Under this program the customer generally makes an initial purchase of Axon cameras and related accessories, and CEWs at inception and pays the first of its annual installments for services and future hardware deliverables over the contract period. The Company records consideration received related to the future purchase as deferred revenue until all revenue recognition criteria are met, which is generally when the products or services are delivered.

In 2016, the Company introduced the TASER 60 Plan ("TASER 60") whereby a customer typically enters into a five year CEW installment purchase arrangement. The TASER 60 plan also includes extended warranties on the CEW devices upon delivery covering the contract periods as well as on-site spares, holsters and cartridges. Generally, the Company recognizes revenue for the amount allocated to the CEW at the time of sale for the amount of the customer receivable, net of imputed interest, and the amount allocated to the extended warranty is recognized over five years.

Sales tax collected on sales is netted against government remittances and thus, recorded on a net basis. Training revenue is recorded as the service is provided.

Deferred revenue consists of payments received in advance related to products and services for which the criteria for revenue recognition have not yet been met. Deferred revenue that will be recognized during the succeeding twelve month period is recorded as current deferred revenue and the remaining portion is recorded as long-term. Deferred revenue does not include future revenue

TASER INTERNATIONAL, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

from multi-year contracts for which no invoice has yet been created. Generally, customers are billed in annual installments. See Note 7 for further disclosures about of the Company's deferred revenue.

Sales are typically made on credit and the Company generally does not require collateral. Management performs ongoing credit evaluations of its customers' financial condition and maintains an allowance for estimated potential losses. Uncollectible accounts are charged to expense when deemed uncollectible, and accounts and notes receivable are presented net of an allowance for doubtful accounts. This allowance represents management's best estimate and is based on their judgment after considering a number of factors, including third-party credit reports, actual payment history, cash discounts, customer-specific financial information and broader market and economic trends and conditions.

i. Cost of Products Sold and Services Provided

Cost of products sold represents manufacturing costs, consisting of materials, labor and overhead related to finished goods and components. Shipping costs incurred related to product delivery are also included in cost of products sold. Cost of services delivered includes third-party cloud services, and software maintenance and support costs, including personnel costs, associated with supporting Evidence.com.

j. Advertising Costs

The Company expenses advertising costs in the period in which they are incurred. The Company incurred advertising costs of \$0.4 million, \$0.6 million and \$0.3 million in the years ended December 31, 2016, 2015 and 2014, respectively. Advertising costs are included in sales, general and administrative expenses in the accompanying statements of operations.

k. Standard Warranties

The Company warrants its CEWs, Axon cameras and certain related accessories from manufacturing defects on a limited basis for a period of one year after purchase and, thereafter, will replace any defective unit for a fee. Estimated costs for the standard warranty are charged to cost of products sold and services delivered when revenue is recorded for the related product. Future warranty costs are estimated based on historical data related to returns and warranty costs on a quarterly basis and this rate is applied to current product sales. Historically, reserve amounts have been increased if management becomes aware of a component failure that could result in larger than anticipated returns from customers. The accrued warranty liability expense is reviewed quarterly to verify that it sufficiently reflects the remaining warranty obligations based on the anticipated expenditures over the balance of the warranty obligation period, and adjustments are made when actual warranty claim experience differs from estimates. Costs related to extended warranties are charged to cost of products sold and services delivered when incurred. The reserve for warranty returns is included in accrued liabilities on the accompanying consolidated balance sheets.

Changes in the Company's estimated product warranty liabilities were as follows (in thousands):

	2016	2015	2014
Balance, January 1	\$ 314	\$ 675	\$ 955
Utilization of accrual	(155)	(299)	(676)
Warranty expense (recoveries)	621	(62)	396
Balance, December 31	<u>\$ 780</u>	<u>\$ 314</u>	<u>\$ 675</u>

l. Research and Development Expenses

The Company expenses as incurred research and development costs that do not meet the qualifications to be capitalized. The Company incurred research and development expense of \$30.6 million, \$23.6 million and \$14.9 million, in 2016, 2015 and 2014, respectively.

m. Income Taxes

Income taxes are accounted for under the asset and liability method. Deferred tax assets and liabilities are recognized for the future tax consequence attributable to differences between the financial statement amounts of assets and liabilities and their respective tax bases and operating loss and tax credit carry forwards. Deferred tax assets and liabilities are measured using enacted

TASER INTERNATIONAL, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

tax rates expected to apply to taxable income in future years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rate is recognized in income in the period that includes the enactment date. Deferred tax assets are reduced through the establishment of a valuation allowance if, based upon available evidence, it is determined that it is more likely than not that the deferred tax assets will not be realized.

The Company recognizes the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The tax benefits recognized in the consolidated financial statements from such a position are measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate resolution. Management also assesses whether uncertain tax positions, as filed, could result in the recognition of a liability for possible interest and penalties. The Company's policy is to include interest and penalties related to unrecognized tax benefits as a component of income tax expense. Refer to Note 10 for additional information regarding the change in unrecognized tax benefits.

n. Concentration of Credit Risk and Major Customers / Suppliers

Financial instruments that potentially subject the Company to concentrations of credit risk consist of accounts and notes receivable and cash. Sales are typically made on credit and the Company generally does not require collateral. Management performs ongoing credit evaluations of its customers' financial condition and maintains an allowance for estimated losses. Uncollectible accounts are written off when deemed uncollectible, and accounts receivable are presented net of an allowance for doubtful accounts, which totaled \$0.4 million and \$0.3 million as of December 31, 2016 and 2015, respectively. Historically, the Company has experienced a low level of write-offs related to doubtful accounts.

The Company maintains the majority of its cash and cash equivalents accounts at five depository institutions. As of December 31, 2016, the aggregate balances in such accounts were \$33.2 million. The Company's balances with these institutions regularly exceed Federal Deposit Insurance Corporation ("FDIC") insured limits for domestic deposits and various deposit insurance programs covering our deposits in the Netherlands, the United Kingdom, Germany and Australia. To manage the related credit exposure, management continually monitors the creditworthiness of the financial institutions where the Company has deposits.

The Company sells some of its products through a network of unaffiliated distributors. The Company also reserves the right to sell directly to the end user to secure the customer's account. No customer represented more than 10% of total net sales for the years ended December 31, 2016, 2015 or 2014.

At December 31, 2016 and 2015, the Company had a trade receivable from one unaffiliated customer comprising 14.5% and 12.5%, respectively, of the aggregate accounts receivable balance.

The Company currently purchases finished circuit boards and injection-molded plastic components from suppliers located in the U.S., Mexico and Taiwan. Although the Company currently obtains many of these components from single source suppliers, the Company owns the injection molded component tooling used in their production. As a result, management believes it could obtain alternative suppliers in most cases without incurring significant production delays. The Company also purchases small, machined parts from a vendor in Taiwan, custom cartridge assemblies from a proprietary vendor in the U.S., and electronic components from a variety of foreign and domestic distributors. Management believes that there are readily available alternative suppliers in most cases who can consistently meet the Company's needs for these components. The Company acquires most of its components on a purchase order basis and does not have any significant long-term contracts with suppliers.

o. Fair Value of Financial Instruments

The Company uses the fair value framework that prioritizes the inputs to valuation techniques for measuring financial assets and liabilities measured on a recurring basis and for non-financial assets and liabilities when these items are re-measured. Fair value is considered to be the exchange price in an orderly transaction between market participants, to sell an asset or transfer a liability at the measurement date. The hierarchy below lists three levels of fair value based on the extent to which inputs used in measuring fair value are observable in the market. The Company categorizes each of its fair value measurements in one of these three levels based on the lowest level input that is significant to the fair value measurement in its entirety. These levels are:

- Level 1 – Valuation techniques in which all significant inputs are unadjusted quoted prices from active markets for assets or liabilities that are identical to the assets or liabilities being measured.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

- **Level 2** – Valuation techniques in which significant inputs include quoted prices from active markets for assets or liabilities that are similar to the assets or liabilities being measured and/or quoted prices for assets or liabilities that are identical or similar to the assets or liabilities being measured from markets that are not active. Also, model-derived valuations in which all significant inputs and significant value drivers are observable in active markets are Level 2 valuation techniques.
- **Level 3** – Valuation techniques in which one or more significant inputs or significant value drivers are unobservable. Unobservable inputs are valuation technique inputs that reflect the Company's own assumptions about inputs that market participants would use in pricing an asset or liability.

The Company has cash equivalents and investments, which at December 31, 2016 and 2015, were comprised of money market funds, state and municipal obligations, corporate bonds, and certificates of deposits. See additional disclosure regarding the fair value of the Company's cash equivalents and investments in Note 2. Included in the balance of other assets as of December 31, 2016 and 2015 was \$3.2 million and \$2.2 million, respectively, related to corporate-owned life insurance policies which are used to fund the Company's deferred compensation plan. The Company determines the fair value of its insurance contracts by obtaining the cash surrender value of the contracts from the issuer, a Level 2 valuation technique.

The Company's financial instruments also include accounts and notes receivable, accounts payable and accrued liabilities. Due to the short-term nature of these instruments, their fair values approximate their carrying values on the balance sheet.

p. Segment and Geographic Information

The Company is comprised of two reportable segments: the sale of CEWs, accessories and other products and services (the "TASER Weapons" segment); and the Axon business, focused on devices, wearables, applications, cloud and mobile products (the "Axon" segment). Reportable segments are determined based on discrete financial information reviewed by the Company's Chief Executive Officer who is the chief operating decision maker for the Company. The Company organizes and reviews operations based on products and services, and currently there are no operating segments that are aggregated. The Company performs an annual analysis of its reportable segments. Additional information related to the Company's business segments is summarized in Note 16.

For the three years ended December 31, 2016, 2015 and 2014, net sales by geographic area were as follows (in thousands):

	Year Ended December 31,					
	2016		2015		2014	
United States	\$	218,757	81.6%	\$	161,803	81.8%
Other Countries		49,488	18.4		36,089	18.2
Total	\$	268,245	100.0%	\$	197,892	100.0%
					\$	164,525
						80.4%
						19.6
						100.0%

Sales to customers outside of the U.S. are typically denominated in U.S. dollars and are attributed to each country based on the shipping address of the distributor or customer. For the three years ended December 31, 2016, 2015 and 2014, no individual country outside the U.S. represented more than 10% of net sales. Substantially all of the Company's assets are located in the U.S.

q. Stock-Based Compensation

The Company calculates the fair value of stock options using the Black-Scholes-Merton option pricing valuation model, which incorporates various assumptions including volatility, expected life and risk-free interest rates. No options were awarded during the years ended December 31, 2016, 2015 or 2014. The fair value of restricted stock units is estimated as the closing price of the Company's common stock on the date of grant.

The estimated fair value of stock-based compensation awards is amortized to expense on a straight-line basis over the requisite service periods. As stock-based compensation expense recognized is based on awards ultimately expected to vest, it is reduced for estimated forfeitures. Forfeitures are estimated at the time of grant and revised, if necessary, in subsequent periods if actual forfeitures differ from those estimates. The Company's forfeiture rate was calculated based on its historical experience of awards which ultimately vested. See Note 12 for further disclosure about the Company's stock-based compensation.

TASER INTERNATIONAL, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

r. Income per Common Share

Basic income per common share is computed by dividing net income by the weighted average number of common shares outstanding during the periods presented. Diluted income per share reflects the potential dilution that would occur if outstanding stock options were exercised utilizing the treasury stock method. The calculation of the weighted average number of shares outstanding and earnings per share are as follows (in thousands except per share data):

	For the Year Ended December 31,		
	2016	2015	2014
Numerator for basic and diluted earnings per share:			
Net income	\$ 17,297	\$ 19,933	\$ 19,918
Denominator:			
Weighted average shares outstanding—basic	52,667	53,548	52,948
Dilutive effect of stock-based awards	869	1,090	1,552
Diluted weighted average shares outstanding	53,536	54,638	54,500
Anti-dilutive stock-based awards excluded	443	198	177
Net income per common share:			
Basic	\$ 0.33	\$ 0.37	\$ 0.38
Diluted	\$ 0.32	\$ 0.36	\$ 0.37

s. Recently Issued Accounting Guidance

In May 2014, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) 2014-09, Revenue from Contracts with Customers (Topic 606). ASU 2014-09 requires entities to recognize revenue through the application of a five-step model, which includes identification of the contract, identification of the performance obligations, determination of the transaction price, allocation of the transaction price to the performance obligations and recognition of revenue as the entity satisfies the performance obligations. Subsequently, the FASB issued the following accounting standard updates related to Topic 606, Revenue Contracts with Customers:

- ASU No. 2016-08, Revenue from Contracts with Customers (Topic 606): Principal versus Agent Considerations (Reporting Revenue Gross versus Net) in March 2016. ASU 2016-08 does not change the core principle of revenue recognition in Topic 606 but clarifies the implementation guidance on principal versus agent considerations.
- ASU No. 2016-10, Revenue from Contracts with Customers (Topic 606): Identifying Performance Obligations and Licensing in April 2016. ASU 2016-10 does not change the core principle of revenue recognition in Topic 606 but clarifies the implementation guidance on identifying performance obligations and the licensing
- ASUs No. 2016-12 and 2016-20, Revenue from Contracts with Customers (Topic 606): Narrow-Scope Improvements and Practical Expedients. These ASUs do not change the core principle of revenue recognition in Topic 606 but clarifies the implementation guidance on a few narrow areas and adds some practical expedients to the guidance.

The amendments are effective for annual reporting periods beginning after December 15, 2017, including interim periods within that reporting period. During Fiscal 2016, the Company established an internal implementation team and engaged a third-party advisory firm to assist in the implementation of the new standard. The Company is currently finalizing its assessment relative to the adoption of this guidance, and currently does not expect it will have significant impact on its consolidated financial statements. The Company is also evaluating whether to adopt the guidance using the full or modified retrospective basis, and will likely make that determination during the first half of Fiscal 2017.

In July 2015, the FASB issued ASU 2015-11, Inventory (Topic 330). The amendments require that an entity should measure inventory at the lower of cost and net realizable value. Net realizable value is the estimated prices in the ordinary course of business, less reasonably predictable costs of completion, disposal and transportation. The Company adopted this guidance effective January 1, 2017 and does not expect this ASU to have a material impact on its consolidated financial statements.

In February 2016, the FASB issued ASU 2016-02, Leases (Topic 842) in order to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the balance sheet for those leases classified as operating

TASER INTERNATIONAL, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

leases under previous GAAP. ASU 2016-02 requires that a lessee should recognize a liability to make lease payments (the lease liability) and a right-of-use asset representing its right to use the underlying asset for the lease term on the balance sheet. ASU 2016-02 is effective for the fiscal year beginning after December 15, 2018 (including interim periods within that year) using a modified retrospective approach and early adoption is permitted. The Company is currently in the process of evaluating the impact of adoption of ASU 2016-02 on its consolidated financial statements.

In March 2016, the FASB issued ASU 2016-09, Improvements to Employee Share-Based Payment Accounting, which amends Accounting Standards Codification (Topic 718), Compensation – Stock Compensation. ASU 2016-09 simplifies several aspects of the accounting for share-based payment transactions, including the income tax consequences, classification of awards as either equity or liabilities, and classification on the statement of cash flows. The Company adopted this guidance effective January 1, 2017. Under this standard, all excess tax benefits and tax deficiencies related to stock compensation will be recognized as income tax expense or benefit in the consolidated statement of operations. The Company will recognize excess tax benefits regardless of whether the benefit reduces taxes payable in the current period, subject to normal valuation allowance considerations. The standard will be applied using a modified retrospective transition method by means of a cumulative-effect adjustment to equity as of the beginning of Fiscal 2017. The Company does not expect the provisions of this ASU to have a material impact on its consolidated financial statements.

In June 2016, the FASB issued ASU 2016-13, Financial Instruments - Credit Losses, which amends ASC 326. The new guidance differs from existing GAAP wherein previous objectives generally delayed recognition of credit losses until the loss was probable. ASU 2016-13 eliminates the probable initial recognition threshold and, instead, reflect an entity's current estimate of all expected credit losses. The use of forecasted information is intended to incorporate more timely information in the estimate of expected credit loss. ASU 2016-13 is effective for the fiscal year beginning after December 15, 2019, and interim periods within that fiscal year, and early adoption is permitted. The Company is currently in the process of evaluating the impact of adoption of ASU 2016-13 on its consolidated financial statements.

In August 2016, the FASB issued ASU 2016-15, Statement of Cash Flows (Topic 230): Classification of Certain Cash Receipts and Cash Payments. ASU 2016-15 eliminates the diversity in practice related to the classification of certain cash receipts and payments. ASU 2016-15 designates the appropriate cash flow classification, including requirements to allocate certain components of these cash receipts and payments among operating, investing and financing activities. ASU 2016-15 is effective for the fiscal year beginning after December 15, 2017, and interim periods within that fiscal year, and early adoption is permitted. The retrospective transition method, requiring adjustment to all comparative periods presented, is required unless it is impracticable for some of the amendments, in which case those amendments would be prospectively as of the earliest date practicable. The Company does not expect the adoption of this ASU to have a material impact on its consolidated financial statements.

In October 2016, the FASB issued ASU 2016-16, Income Taxes (Topic 740) - Intra-Entity Transfers of Assets Other Than Inventory. ASU 2016-16 requires an entity to recognize income tax consequences of an intra-entity transfer of an asset other than inventory when the transfer occurs. This removes the exception to postpone recognition until the asset has been sold to an outside party. ASU 2016-16 is effective for fiscal year beginning after December 15, 2017 using a modified retrospective approach, and early adoption is permitted. The Company is currently in the process of evaluating the impact of adoption of ASU 2016-16 on its consolidated financial statements.

In November 2016, the FASB issued ASU 2016-18, Statement of Cash Flows - Restricted Cash (Topic 230), which amends the existing guidance relating to the disclosure of restricted cash and restricted cash equivalents on the statement of cash flows. ASU 2016-18 is effective for the fiscal year beginning after December 15, 2017, and interim periods within that fiscal year, and early adoption is permitted. The Company is currently in the process of evaluating the impact of adoption of ASU 2016-18 on its Consolidated Statements of Cash Flows.

In January 2017, the FASB issued ASU 2017-01, Business Combinations (Topic 805) to provide a more robust framework to use in determining when a set of assets and activities is a business. ASU 2017-01 is effective for the fiscal year beginning after December 15, 2017, and interim periods within that year and early adoption is permitted. The Company does not expect the adoption of this ASU to have a material impact on its consolidated financial statements.

TASER INTERNATIONAL, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS -- (Continued)

t. Foreign Currency Translation

The Company's foreign subsidiaries use their local currency as their functional currency. Assets and liabilities are translated at exchange rates in effect at the balance sheet date. Income and expense accounts are translated at the average monthly exchange rates during the year. Resulting translation adjustments are recorded as a component of accumulated other comprehensive income on the consolidated balance sheets.

u. Reclassification of Prior Year Presentation

Certain prior year amounts have been reclassified for consistency with the current year presentation. These reclassifications had no effect on the reported results of operations.

2. Cash, Cash Equivalents and Investments

The following tables summarize the Company's cash, cash equivalents, and held-to-maturity investments at December 31 (in thousands):

As of December 31, 2016							
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value	Cash and Cash Equivalents	Short-Term Investments	Long-Term Investments
Cash	\$ 32,802	\$ —	\$ —	\$ 32,802	\$ 32,802	\$ —	\$ —
Level 1:							
Money market funds	7,849	—	—	7,849	7,849	—	—
Corporate bonds	33,379	—	(57)	33,322	—	33,379	—
Subtotal	41,228	—	(57)	41,171	7,849	33,379	—
Level 2:							
State and municipal obligations	14,477	—	(10)	14,467	—	14,243	234
Certificates of deposit	793	—	—	793	—	793	—
Subtotal	15,270	—	(10)	15,260	—	15,036	234
Total	\$ 89,300	\$ —	\$ (67)	\$ 89,233	\$ 40,651	\$ 48,415	\$ 234
As of December 31, 2015							
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value	Cash and Cash Equivalents	Short-Term Investments	Long-Term Investments
Cash	\$ 57,137	\$ —	\$ —	\$ 57,137	\$ 57,137	\$ —	\$ —
Level 1:							
Money market funds	2,389	—	—	2,389	2,389	—	—
Corporate bonds	36,406	—	(70)	36,336	—	35,677	729
Subtotal	38,795	—	(70)	38,725	2,389	35,677	729
Level 2:							
State and municipal obligations	19,002	11	(9)	19,004	—	12,000	7,002
Certificates of deposit	3,371	—	—	3,371	—	2,577	794
Subtotal	22,373	11	(9)	22,375	—	14,577	7,796
Total	\$ 118,305	\$ 11	\$ (79)	\$ 118,237	\$ 59,526	\$ 50,254	\$ 8,525

The Company believes the unrealized losses on the Company's investments are due to interest rate fluctuations. As these investments are either short-term in nature, are expected to be redeemed at par value and/or because the Company has the ability

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

and intent to hold these investments to maturity, the Company does not consider these investments to be other than temporarily impaired at December 31, 2016. None of Company's investments have been in an unrealized loss position for more than one year.

The following table summarizes the amortized cost and fair value of the short-term and long-term investments held by the Company at December 31, 2016 by contractual maturity (in thousands):

	Amortized Cost	Fair Value
Due in less than one year	\$ 48,415	\$ 48,349
Due after one year, through two years	234	233
Due after two years	—	—
Total short-term and long-term investments	\$ 48,649	\$ 48,582

3. Inventory

Inventories consisted of the following at December 31 (in thousands):

	2016	2015
Raw materials	\$ 18,002	\$ 8,853
Finished goods	16,839	6,910
Total inventory	\$ 34,841	\$ 15,763

4. Property and Equipment

Property and equipment consisted of the following at December 31 (in thousands):

	Estimated Useful Life	2016	2015
Land	N/A	\$ 2,900	\$ 2,900
Building and leasehold improvements	3-39 years	15,295	15,246
Production equipment	3-7 years	19,849	18,689
Computer equipment	3-5 years	7,985	8,048
Furniture and office equipment	5-7 years	4,990	4,116
Vehicles	5 years	675	713
Website development costs	3 years	601	601
Capitalized software development costs	3 years	3,695	3,670
Construction-in-process	N/A	5,813	3,885
Total cost		61,803	57,868
Less: Accumulated depreciation		(37,799)	(36,020)
Property and equipment, net		\$ 24,004	\$ 21,848

Depreciation and amortization expense relative to property and equipment, including equipment under capital lease, was \$2.5 million, \$2.3 million and \$4.0 million for the years ended December 31, 2016, 2015 and 2014, respectively, of which \$0.7 million, \$0.7 million and \$2.8 million was included in cost of products sold and services delivered for the respective years.

TASER INTERNATIONAL, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

5. Goodwill and Intangible Assets

The changes in the carrying amount of goodwill for the year ended December 31, 2016 were as follows (in thousands):

Balance, January 1, 2015	\$ 9,596
Goodwill acquired	1,615
Purchase accounting adjustments	(520)
Foreign currency translation adjustments	(249)
Balance, December 31, 2016	<u>\$ 10,442</u>

Intangible assets (other than goodwill) consisted of the following (in thousands):

		December 31, 2016			December 31, 2015		
	Useful Life	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Amortized:							
Domain names	5-10 years	\$ 3,161	\$ (125)	\$ 3,036	\$ 125	\$ (120)	\$ 5
Issued patents	4-15 years	1,942	(780)	1,162	1,866	(659)	1,207
Issued trademarks	3-11 years	655	(320)	335	603	(255)	348
Customer relationships	4-8 years	914	(240)	674	1,035	(93)	942
Non-compete agreements	3-4 years	465	(236)	229	464	(164)	300
Developed technology	5-7 years	8,661	(824)	7,837	3,470	(326)	3,144
Total amortized		15,798	(2,525)	13,273	7,563	(1,617)	5,946
Not amortized:							
TASER trademark		900		900	900		900
Patents and trademarks pending		1,045		1,045	742		742
Total not amortized		1,945		1,945	1,642		1,642
Total intangible assets		\$ 17,743	\$ (2,525)	\$ 15,218	\$ 9,205	\$ (1,617)	\$ 7,588

Amortization expense related to intangible assets was \$0.9 million, \$0.8 million and \$0.2 million for the years ended December 31, 2016, 2015 and 2014, respectively. Estimated amortization for intangible assets with definitive lives for the next five years, and thereafter, is as follows for the years ended December 31 (in thousands):

2017	\$ 2,281
2018	2,268
2019	2,145
2020	2,084
2021	2,076
Thereafter	2,419
Total	<u>\$ 13,273</u>

TASER INTERNATIONAL, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

6. Other Long-Term Assets

Other long-term assets consisted of the following at December 31 (in thousands):

	2016	2015
Cash surrender value of corporate-owned life insurance policies (Note 1)	\$ 3,240	\$ 2,180
Prepaid commissions ⁽ⁱ⁾	5,302	3,543
Restricted cash ⁽ⁱⁱ⁾	3,317	—
Prepaid expenses, deposits and other ⁽ⁱⁱⁱ⁾	2,058	246
	<u>\$ 13,917</u>	<u>\$ 5,969</u>

⁽ⁱ⁾ Prepaid commissions represent customer acquisition costs to secure long-term contracts. The Company capitalizes incremental and direct costs related to a specific contract and recognizes expense over the term of the contract.

⁽ⁱⁱ⁾ As of December 31, 2016, restricted cash primarily consisted of \$2.7 million of sales proceeds related to a long-term contract with a specific customer. These proceeds are held in escrow until certain billing milestones are achieved, and then specified amounts are transferred to the Company's operating accounts. Restricted also contained \$0.6 million related to a performance guarantee related to an international customer sales contract.

⁽ⁱⁱⁱ⁾ Included in long-term assets as of December 31, 2016 was \$1.8 million of funds deposited in escrow related to contingent consideration in connection with a business combination (see Note 15). The funds will be held in escrow and released to selling shareholders if certain conditions are subsequently met. If the conditions are not met, the funds will be released back to the Company.

7. Deferred Revenue

Deferred revenue consisted of the following at December 31 (in thousands):

	December 31, 2016			December 31, 2015		
	Current	Long-Term	Total	Current	Long-Term	Total
Warranty:						
TASER Weapons	\$ 9,783	\$ 17,319	\$ 27,102	\$ 7,278	\$ 13,982	\$ 21,260
Axon	3,979	2,926	6,905	2,332	2,344	4,676
	<u>13,762</u>	<u>20,245</u>	<u>34,007</u>	<u>9,610</u>	<u>16,326</u>	<u>25,936</u>
Hardware:						
TASER Weapons	1,702	4,390	6,092	952	2,459	3,411
Axon	9,850	11,205	21,055	786	7,382	8,168
	<u>11,552</u>	<u>15,595</u>	<u>27,147</u>	<u>1,738</u>	<u>9,841</u>	<u>11,579</u>
Axon Services	19,626	4,214	23,840	9,303	4,023	13,326
Other	197	—	197	200	—	200
Total	<u>\$ 45,137</u>	<u>\$ 40,054</u>	<u>\$ 85,191</u>	<u>\$ 20,851</u>	<u>\$ 30,190</u>	<u>\$ 51,041</u>

	December 31, 2016			December 31, 2015		
	Current	Long-Term	Total	Current	Long-Term	Total
TASER Weapons and other	\$ 11,682	\$ 21,709	\$ 33,391	\$ 8,430	\$ 16,441	\$ 24,871
Axon	33,455	18,345	51,800	12,421	13,749	26,170
Total	<u>\$ 45,137</u>	<u>\$ 40,054</u>	<u>\$ 85,191</u>	<u>\$ 20,851</u>	<u>\$ 30,190</u>	<u>\$ 51,041</u>

TASER INTERNATIONAL, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

8. Accrued Liabilities

Accrued liabilities consisted of the following at December 31 (in thousands):

	2016	2015
Accrued salaries, benefits and bonus	\$ 6,474	\$ 3,637
Accrued professional, consulting and lobbying	3,673	1,098
Accrued warranty expense	780	314
Accrued income and other taxes	4,581	1,215
Other accrued expenses	2,740	2,379
Accrued liabilities	<u>\$ 18,248</u>	<u>\$ 8,643</u>

9. Commitments and Contingencies

a. Operating and capital lease obligations

The Company has entered into operating leases for various office space, storage facilities and equipment. As of December 31, 2016, the Company's leases are for terms ranging from less than one year to six years. The Company's leases generally contain multi-year renewal options and escalation clauses. Rent expense under all operating leases, including both cancelable and non-cancelable leases, was \$1.8 million, \$1.0 million and \$0.9 million for the years ended December 31, 2016, 2015, and 2014, respectively.

Future minimum lease payments under non-cancelable leases at December 31, 2016, are as follows (in thousands):

	Operating	Capital
2017	\$ 1,440	\$ 36
2018	1,278	36
2019	646	36
2020	653	33
2021	596	—
Thereafter	504	—
Total minimum lease payments	<u>\$ 5,117</u>	<u>141</u>
Less: Amount representing interest		(11)
Capital lease obligation		<u>\$ 130</u>

b. Purchase commitments

The Company routinely enters into cancelable purchase orders with many of its key vendors. Based on the strategic relationships with many of these vendors, the Company's ability to cancel these purchase orders and maintain a favorable relationship would be limited. As of December 31, 2016, the Company has approximately \$46.0 million of open purchase orders.

c. Litigation

Product Litigation

The Company is currently named as a defendant in eight lawsuits in which the plaintiffs allege either wrongful death or personal injury in situations in which a TASER CEW was used (or present) by law enforcement officers in connection with arrests or during training exercises. While the facts vary from case to case, the product liability claims are typically based on an alleged product defect resulting in injury or death, usually involving a failure to warn, and the plaintiffs are seeking monetary damages. The information throughout this note is current through the date of these financial statements.

As a general rule, it is the Company's policy not to settle suspect injury or death cases. Exceptions are sometimes made where the settlement is strategically beneficial to the Company. Also, on occasion, the Company's insurance carrier has settled such lawsuits over the Company's objection where the risk is over the Company's liability insurance deductibles. Due to the

TASER INTERNATIONAL, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

confidentiality of the Company's litigation strategy and the confidentiality agreements that are executed in the event of a settlement, the Company does not identify or comment on which specific lawsuits have been settled or the amount of any settlement.

In 2009, the Company implemented new risk management strategies, including revisions to product warnings and training to better protect both the Company and its customers from litigation based on 'failure to warn' theories – which comprise the vast majority of the cases against the Company. These risk management strategies have been highly effective in reducing the rate and exposure from litigation post-2009. From the third quarter of 2011 through the date of these financial statements, product liability cases have been reduced from 55 active to eight active cases.

Management believes that pre-2009 cases have a different risk profile than cases which have occurred since the risk management procedures were introduced in 2009. Therefore, the Company necessarily treats certain pre-2009 cases as exceptions to the Company's general no settlement policy in order to reduce caseload, legal costs and liability exposure. The Company intends to continue its successful practice of aggressively defending and generally not settling litigation except in very limited and unusual circumstances as described above.

With respect to each of the pending lawsuits, the following table lists the name of plaintiff, the date the Company was served with process, the jurisdiction in which the case is pending, the type of claim and the status of the matter.

Plaintiff	Month Served	Jurisdiction	Claim Type	Status
Derbyshire	Nov-09	Ontario, Canada Superior Court of Justice	Officer Injury	Discovery Phase
Shymko	Dec-10	The Queen's Bench, Winnipeg Centre, Manitoba	Wrongful Death	Pleading Phase
Ramsey	Jan-12	12th Judicial Circuit Court, Broward County, FL	Wrongful Death	Discovery Phase
Firman	Apr-12	Ontario, Canada Superior Court of Justice	Wrongful Death	Dismissal Pending
Schrock	Sep-14	San Bernardino County Superior Court, CA	Wrongful Death	Motion of Summary Judgment Granted on all claims except negligent design and manufacture, subject to repleading by Plaintiff. Plaintiff filed an amended complaint for negligent design claims as well as a Petition for Writ of Mandate or Prohibition Petition from the Court, which writ was summarily denied. Trial scheduled for August 14, 2017.
Bennett	Sep-15	11th Judicial Circuit Court, Miami-Dade County, FL	Wrongful Death	Discovery Phase
Suarez	Sep-16	US District Court, Southern District of Florida	Wrongful Death	Pleading Phase
Masters	Nov-16	US District Court, Western District of Missouri	Suspect Injury	Pleading Phase

There are no product litigation matters in which the Company is involved that are currently on appeal.

There were 4 cases that were dismissed or judgment entered during the fourth quarter of 2016 and through the date of these financial statements. Cases that were dismissed or judgment entered in prior fiscal quarters are not included.

Plaintiff	Month Served	Jurisdiction	Claim Type	Status
Doan	Apr-10	The Queen's Bench Alberta, Red Deer Judicial Dist.	Wrongful Death	Dismissed
Hernandez/Llach	Sep-15	11th Judicial Circuit Court, Miami-Dade County, FL	Wrongful Death	Dismissed
Williams	Aug-16	US District Court for the Northern District of Georgia	Wrongful Death	Dismissed
Ramos	Dec-16	US District Court for the Northern District of Illinois	Conspiracy and negligent spoliation	Dismissed

TASER INTERNATIONAL, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

The claims, and in some instances the defense, of each of these lawsuits have been submitted to the Company's insurance carriers that maintained insurance coverage during the applicable periods. The Company continues to maintain product liability insurance coverage with varying limits and deductibles. The following table provides information regarding the Company's product liability insurance. Remaining insurance coverage is based on information received from the Company's insurance provider (in millions).

Policy Year	Policy Start Date	Policy End Date	Insurance Coverage	Deductible Amount	Defense Costs Covered	Remaining Insurance Coverage	Active Cases and Cases on Appeal
2009	12/15/2008	12/15/2009	\$ 10.0	\$ 1.0	N	\$ 10.0	Derbysire
2010	12/15/2009	12/15/2010	10.0	1.0	N	10.0	Shymko
2011	12/15/2010	12/15/2011	10.0	1.0	N	10.0	n/a
Jan-Jun 2012	12/15/2011	6/25/2012	7.0	1.0	N	7.0	Ramsey, Firman
Jul-Dec 2012	6/25/2012	12/15/2012	12.0	1.0	N	12.0	n/a
2013	12/15/2012	12/15/2013	12.0	1.0	N	12.0	n/a
2014	12/15/2013	12/15/2014	11.0	4.0	N	11.0	Schrock
2015	12/15/2014	12/15/2015	10.0	5.0	N	10.0	Bennett
2016	12/15/2015	12/15/2016	10.0	5.0	N	10.0	Suarez, Masters

Other Litigation

In November 2015, the Company filed a complaint against Phazzer Electronics Inc. and Sang Min International Co. Ltd. for patent infringement, trademark infringement and false advertising. Defendant Phazzer has filed a motion to dismiss. Phazzer has filed an ex parte review with the USPTO to invalidate the Company's patent on its data log as well as a cancellation of the Company's trademark on its cartridge, which cancellation proceeding has been stayed. This litigation is in the motion/discovery phase with a trial date on September 5, 2017.

In February 2016, the Company was served with a first amended complaint filed by Digital Ally in the Federal District Court for the District of Kansas alleging patent infringement, commercial bribery, contracts, combinations and conspiracies in restraint of trade and unfair or anti-competitive acts and practices. In March 2016, the Company was served with a second amended complaint with similar allegations. The second amended complaint seeks a judgment of infringement, monetary damages, a permanent injunction, punitive damages and attorneys' fees and costs. The Company believes the second amended complaint is frivolous and the Company will vigorously defend this litigation. The Company's motion to dismiss the claims involving commercial bribery, contracts, combinations and conspiracies in restraint of trade and unfair or anti-competitive acts and practices, was granted. The Company has filed four inter parte reviews with the USPTO to invalidate Digital Ally's patents and also has filed a motion to stay the litigation pending resolution of the inter parte reviews. This litigation is in the discovery phase.

In April 2016, the Company was served with a notice of arbitration claim filed by Antoine di Zazzo, the Company's former distributor in France, for commissions allegedly owed Mr. di Zazzo. The arbitration claim was filed with the International Court of Arbitration of the International Chamber of Commerce in Paris, France, and the amount that is claimed in controversy is approximately \$0.6 million. The Company's records reflect that all commissions that were due Mr. di Zazzo under his contract were paid or offered to him and the Company will vigorously defend this arbitration claim.

General

From time to time, the Company is notified that it may be a party to a lawsuit or that a claim is being made against it. It is the Company's policy to not disclose the specifics of any claim or threatened lawsuit until the summons and complaint are actually served on the Company. After carefully assessing the claim, and assuming the Company determines that it is not at fault or it disagrees with the damages or relief demanded, the Company vigorously defends any lawsuit filed against the Company. In certain legal matters, the Company records a liability when losses are deemed probable and reasonably estimable. In evaluating matters for accrual and disclosure purposes, the Company takes into consideration factors such as its historical experience with matters of a similar nature, the specific facts and circumstances asserted, the likelihood of prevailing, and the severity of any potential loss. The Company reevaluates and updates its accruals as matters progress over time.

Based on the Company's assessment of outstanding litigation and claims as of December 31, 2016, the Company has determined that it is not reasonably possible that these lawsuits will individually, or in the aggregate, materially affect its results of operations, financial condition or cash flows. However, the outcome of any litigation is inherently uncertain and there can be

TASER INTERNATIONAL, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

no assurance that any expense, liability or damages that may ultimately result from the resolution of these matters will be covered by insurance or will not be in excess of amounts recognized or provided by insurance coverage and will not have a material adverse effect on the Company's operating results, financial condition or cash flows.

d. Employment Agreements

The Company has employment agreements with certain key executives. The Company may terminate the agreements with or without cause. Should the Company terminate the agreements without cause, or upon a change of control of the Company or death or disability of the employee, the employee, or family of the employee, are entitled to additional compensation. Under these circumstances, these officers and employees would receive cash compensation amounts remaining under their contracts upon termination, which range from approximately \$0.7 million to \$1.3 million as of December 31, 2016, depending on the nature of the termination event. In November 2016, the Company announced a transition plan with an executive officer. In connection with the severance agreement, the Company accrued approximately \$0.6 million as of December 31, 2016, and will incur approximately \$0.9 million in additional severance during the first quarter of 2017.

e. Off-Balance Sheet Arrangements

Under certain circumstances, the Company uses letters of credit and surety bonds to guarantee its performance under various contracts, principally in connection with the installation and integration of its Axon cameras and related technologies. Certain of the Company's letters of credit contracts and surety bonds have stated expiration dates with others being released as the contractual performance terms are completed. The Company expects to fulfill all contractual performance obligations related to outstanding guarantees. At December 31, 2016, the Company had an outstanding letter of credit of approximately \$2.7 million which is expected to expire in May 2017. Additionally, the Company had approximately \$5.7 million of outstanding surety bonds at December 31, 2016, with \$0.4 million expiring in 2018, \$2.4 million expiring in 2020, and the remaining \$2.9 million expiring in 2021.

10. Income Taxes

Income before income taxes included the following components for the years ended December 31 (in thousands):

	2016	2015	2014
United States	\$ 38,414	\$ 42,761	\$ 32,751
Foreign	(6,917)	(7,400)	(440)
Total	\$ 31,497	\$ 35,361	\$ 32,311

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

Significant components of the Company's deferred income tax assets and liabilities are as follows at December 31 (in thousands):

	2016	2015
Deferred income tax assets:		
Net operating loss carryforward	\$ 2,405	\$ 649
Deferred revenue	11,537	6,762
Deferred compensation	1,695	1,252
Inventory reserve	1,126	956
Non-qualified and non-employee stock option expense	4,410	3,393
Capitalized research and development	1,991	3,348
Research and development tax credit carryforward	2,722	2,386
Reserves, accruals, and other	1,239	1,067
Total deferred income tax assets	27,125	19,813
Deferred income tax liabilities:		
Depreciation	(2,364)	(2,228)
Amortization	(1,473)	(1,979)
Other	(294)	(187)
Total deferred income tax liabilities	(4,131)	(4,394)
Net deferred income tax assets before valuation allowance	22,994	15,419
Valuation allowance	(3,479)	(1,700)
Net deferred income tax assets	\$ 19,515	\$ 13,719

For the years ended December 31, 2016, 2015 and 2014 the provision for income taxes includes \$1.4 million, \$6.9 million and \$8.0 million, respectively, of tax expense resulting from stock-based compensation tax benefits that have been recorded as increases to additional paid-in capital on the consolidated statement of changes in stockholders' equity.

The Company has \$1.8 million of state net operating losses ("NOLs") which expire at various dates between 2029 and 2034. The Company also has Federal NOLs of \$0.9 million which expire between 2032 and 2034, and are subject to limitation under IRC Section 382. The Company has \$43,000 of federal research and development ("R&D") credits which expire in 2022 and 2023, and are also subject to limitation under IRC Section 382. The Company has \$6.4 million of Arizona R&D credits carrying forward, which expire at various dates between 2018 and 2032. In Australia, the UK, Canada, and Germany, the Company has \$1.5 million, \$5.5 million, \$0.7 million, and \$1.1 million of NOLs, respectively, which expire at various dates or may be carried forward indefinitely.

In preparing the Company's consolidated financial statements, management has assessed the likelihood that deferred income tax assets will be realized from future taxable income. In evaluating the ability to recover its deferred income tax assets, management considers all available evidence, positive and negative; including the Company's operating results, ongoing tax planning and forecasts of future taxable income on a jurisdiction by jurisdiction basis. A valuation allowance is established if it is determined that it is more likely than not that some portion or all of the net deferred income tax assets will not be realized. Management exercises significant judgment in determining the Company's provisions for income taxes, its deferred income tax assets and liabilities and its future taxable income for purposes of assessing its ability to utilize any future tax benefit from its deferred income tax assets.

Although management believes that its tax estimates are reasonable, the ultimate tax determination involves significant judgments that could become subject to audit by tax authorities in the ordinary course of business. As of each reporting date, management considers new evidence, both positive and negative, that could impact management's view with regards to future realization of deferred tax assets. As of December 31, 2016, the Company continues to demonstrate three-year cumulative pre-tax income in the U.S. federal and Arizona tax jurisdictions; however, the Arizona R&D Tax Credits start to expire in 2018 with a significant tranche with a gross value of \$1.2 million expiring in 2019. Under the Company's new structure, it appears that long term investments which impact short term profits will likely result in some of the R&D credits expiring before they are utilized.

TASER INTERNATIONAL, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

Therefore, management has concluded that it is more likely than not that a portion of the Company's U.S. deferred tax assets will not be realized.

As of December 31, 2016, the Company has cumulative losses in Australia, the UK, Canada, and Germany, which limits the ability to consider other subjective evidence, such as projections for future growth. On the basis of this evaluation, a full valuation allowance has been recorded for these jurisdictions. The amount of the deferred tax asset considered realizable, however, could be adjusted if objective negative evidence in the form of cumulative losses is no longer present and additional weight is given to subjective evidence such as projections for growth.

Significant components of the provision for income taxes are as follows for the years ended December 31 (in thousands)

	2016	2015	2014
Current:			
Federal	\$ 16,346	\$ 13,594	\$ 7,793
State	1,534	996	800
Foreign	1,050	—	—
Total current	18,930	14,590	8,593
Deferred:			
Federal	(4,145)	288	2,656
State	(977)	984	942
Foreign	(45)	(278)	—
Total deferred	(5,167)	994	3,598
Tax provision recorded as an increase (decrease) in liability for unrecorded tax benefits	437	(156)	202
Provision for income taxes	\$ 14,200	\$ 15,428	\$ 12,393

A reconciliation of the Company's effective income tax rate to the federal statutory rate follows for the years ended December 31 (in thousands):

	2016	2015	2014
Federal income tax at the statutory rate	\$ 11,024	\$ 12,347	\$ 11,236
State income taxes, net of federal benefit	889	1,061	1,433
Difference between statutory and foreign tax rates ⁽ⁱ⁾	1,521	2,442	—
Permanent differences ⁽ⁱⁱ⁾	(457)	(205)	98
Research and development	(1,928)	(1,050)	(452)
Return to provision adjustment	327	(67)	28
Change in liability for unrecognized tax benefits	700	(156)	202
Incentive stock option benefit	(77)	(144)	(616)
Change in valuation allowance	1,779	1,200	500
Tax effects of intercompany transactions	630	—	—
Other	(208)	—	(36)
Provision for income taxes	\$ 14,200	\$ 15,428	\$ 12,393
Effective tax rate	45.1%	43.6%	38.4%

⁽ⁱ⁾ The difference between statutory and foreign tax rates of \$1.5 million was largely driven by losses incurred in a foreign entity for which no tax benefit will be realized, partially reduced by a tax benefit for foreign entities for which the statutory tax rate is lower than the U.S. statutory tax rate.

⁽ⁱⁱ⁾ Permanent differences include certain expenses that are not deductible for tax purposes including lobbying fees as well as favorable items including the domestic production activities deduction.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

The Company has completed research and development tax credit studies which identified approximately \$14.1 million in tax credits for federal, Arizona and California income tax purposes related to the 2003 through 2016 tax years. Management has made the determination that it is more likely than not that the full benefit of the R&D tax credit will not be sustained on examination and recorded a liability for unrecognized tax benefits of \$3.9 million as of December 31, 2016. In addition, management accrued approximately \$0.2 million for estimated uncertain tax positions related to certain state income tax liabilities. Should the unrecognized tax benefit of \$4.1 million be recognized, the Company's effective tax rate would be favorably impacted.

The Company recognizes interest and penalties related to unrecognized tax benefits within the income tax expense line in the accompanying Consolidated Statement of Operations. As of December 31, 2016 and 2015, respectively, the Company had accrued interest of \$98,000 and \$55,000.

The following table presents a roll forward of the Company's liability for unrecognized tax benefits, exclusive of accrued interest, as of December 31 (in thousands):

	2016	2015	2014
Balance, beginning of period	\$ 3,396	\$ 3,325	\$ 3,110
Decrease in previous year tax positions	—	(389)	—
Increase in current year tax positions	448	270	121
Decrease due to lapse of statute of limitations	—	(14)	—
Increase related to adjustment of previous estimates of activity	206	204	94
Balance, end of period	\$ 4,050	\$ 3,396	\$ 3,325

Federal income tax returns for 2004 through 2016 remain open to examination by the U.S. Internal Revenue Service (the "IRS"), while state and local income tax returns for 2004 through 2016 also remain open to examination by state taxing authorities. The 2004 through 2011 income tax returns are only open to the extent that net operating loss or other tax attributes carrying forward from those years were utilized in 2012 through 2016. The foreign tax returns for 2013 through 2016 also remain open to examination. The Company has not been notified by any major federal, foreign, or state tax jurisdictions that it will be subject to examination.

The Company considers the earnings of certain non-U.S. subsidiaries to be indefinitely reinvested outside of the United States on the basis of estimates that future domestic cash generation will be sufficient to meet future domestic cash needs and the Company's specific plans for reinvestment of those subsidiary earnings. It is not practicable to estimate the amount of the deferred tax liability, if any, related to investments in those foreign subsidiaries. If the Company decides to repatriate the foreign earnings, it would need to adjust its income tax provision in the period it determined that the earnings will no longer be indefinitely invested outside the United States.

11. Line of Credit

The Company has a \$10.0 million revolving line of credit with a domestic bank. At December 31, 2016 and 2015, there were no borrowings under the line. Under the terms of the line of credit, available borrowings are reduced by outstanding letters of credit. As of December 31, 2016, the Company had letters of credit outstanding of approximately \$2.7 million under the facility and available borrowing of \$7.3 million. The line is secured by substantially all of the assets of the Company, and bears interest at varying rates (currently LIBOR plus 1.5% or Prime less 0.75%). The line of credit matures on July 31, 2017, and requires monthly payments of interest only. The Company's agreement with the bank requires it to comply with certain financial and other covenants including maintenance of a minimum leverage ratio and fixed charge coverage ratio. The leverage ratio (ratio of total liabilities to tangible net worth) can be no greater than 1 : 1, and the fixed charge coverage ratio can be no less than 1.25 : 1, based upon a trailing twelve -month period. At December 31, 2016, the Company's tangible net worth ratio was 1.02 : 1 and its fixed charge coverage ratio was 2.30 : 1. The Company's violation of the leverage ratio requirement was waived as of December 31, 2016.

12. Stockholders' Equity

a. Common Stock and Preferred Stock

The Company has authorized the issuance of two classes of stock designated as "common stock" and "preferred stock," each having a par value of \$0.00001 per share. The Company is authorized to issue 200 million shares of common stock and 25 million shares of preferred stock.

TASER INTERNATIONAL, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

b. Stock Repurchase

In February 2016, the Company announced that TASER's Board of Directors authorized a stock repurchase program to acquire up to \$50.0 million of the Company's outstanding common stock subject to stock market conditions and corporate considerations. During the year ended December 31, 2016, the Company purchased, under a Rule 10b5-1 plan, approximately 1.8 million common shares for a total cost of approximately \$33.7 million, or a weighted average cost of \$18.90 per share. As of December 31, 2016, \$16.2 million remains available under the plan for future purchases. The Company suspended its 10b-5 plan, and any future purchases will be discretionary.

In May 2014, the Company announced that TASER's Board of Directors authorized a stock repurchase program to acquire up to \$30.0 million of the Company's outstanding common stock subject to stock market conditions and corporate considerations. Under this program, which was completed in the third quarter of 2015, the Company purchased approximately 2.0 million common shares for a total cost of approximately \$30.0 million, or a weighted average cost, including commissions of \$14.85 per share. As of December 31, 2015, no amounts remained available under the plan for future purchases.

c. Stock-based Compensation Plans

The Company has historically utilized stock-based compensation, consisting of restricted stock units ("RSUs") and stock options, for key employees and non-employee directors as a means of attracting and retaining quality personnel. Service-based grants generally have a vesting period of 3 to 5 years and a contractual maturity of ten years. Performance-based grants generally have vesting periods ranging from 1 to 5 years and a contractual maturity of ten years.

On February 26, 2016, the Company's Board of Directors approved the 2016 Stock Incentive Plan (the "2016 Plan") which was subsequently approved by stockholders at the Annual Meeting of Stockholders on May 26, 2016. Under the 2016 Plan, the Company reserved for future grants: (i) 2.0 million shares of common stock, plus (ii) the number of shares of common stock that were authorized but unissued under the Company's 2013 Stock Incentive Plan (the "2013 Plan") as of the effective date of the 2016 Plan, and (iii) the number of shares of stock that have been granted under the 2013 Plan or the 2009 Stock Incentive Plan that either terminate, expire or lapse for any reason after the effective date of the 2016 Plan. As of December 31, 2016, approximately 2.7 million shares remain available for future grants. Shares issued upon exercise of stock awards from these plans have historically been issued from the Company's authorized unissued shares.

d. Performance-based stock awards

The Company has issued performance-based stock options and performance-based RSUs, the vesting of which is generally contingent upon the achievement of certain performance criteria related to the operating performance of the Company as well as successful and timely development and market acceptance of future product introductions. In addition, certain of the performance RSUs have additional service requirements subsequent to the achievement of the performance criteria. Compensation expense is recognized over the implicit service period (the longer of the period the performance condition is expected to be achieved or the required service period) based on management's estimate of the probability of the performance criteria being satisfied, adjusted at each balance sheet date.

TASER INTERNATIONAL, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

e. Restricted Stock Units

The following table summarizes RSU activity for the years ended December 31 (number of units and aggregate intrinsic value in thousands):

	2016		2015		2014	
	Number of Units	Weighted Average Grant-Date Fair Value	Number of Units	Weighted Average Grant-Date Fair Value	Number of Units	Weighted Average Grant-Date Fair Value
Units outstanding, beginning of year	1,139	\$ 19.30	1,226	\$ 13.23	1,279	\$ 9.67
Granted	718	19.75	516	26.18	554	16.98
Released	(414)	15.91	(488)	11.82	(433)	7.61
Forfeited	(113)	21.65	(115)	16.72	(174)	13.08
Units outstanding, end of year	1,330	20.40	1,139	19.30	1,226	13.23
Aggregate intrinsic value at year end (in thousands)	\$ 32,239					

Aggregate intrinsic value represents the Company's closing stock price on the last trading day of the period, which was \$24.24 per share at December 30, 2016, multiplied by the number of restricted stock units. The fair value as of the respective vesting dates of RSUs that vested during the year ended December 31, 2016 was \$8.4 million. Certain RSUs that vested in 2016 were net-share settled such that the Company withheld shares with value equivalent to the employees' minimum statutory obligation for the applicable income and other employment taxes, and remitted the cash to the appropriate taxing authorities. Total shares withheld during 2016 were 88,289 and had a value of approximately \$1.8 million on their respective vesting dates as determined by the Company's closing stock price. Payments for the employees' tax obligations are reflected as a financing activity within the statement of cash flows. These net-share settlements had the effect of share repurchases by the Company as they reduced the amount of shares that would have otherwise been issued as a result of the vesting.

In 2016, 2015 and 2014, the Company granted approximately 79,000, 49,000 and 140,000 performance-based RSUs, respectively (included in the table above). Certain of the performance-based RSUs outstanding as of December 31, 2016 can vest with a range of shares earned being between 0% and 200% of the targeted shares granted, depending on the final achievement of pre-determined performance criteria achieved as of the measurement date. As of December 31, 2016, the performance criteria had been met for 0.1 million of the 0.2 million performance-based RSUs outstanding. The Company recognized \$2.1 million, \$1.5 million and \$1.0 million of compensation expense related to performance-based RSUs during the years ended December 2016, 2015 and 2014, respectively.

f. Stock Option Activity

The following table summarizes stock option activity for the years ended December 31 (number of options in thousands):

	2016		2015		2014	
	Number of Options	Weighted Average Exercise Price	Number of Options	Weighted Average Exercise Price	Number of Options	Weighted Average Exercise Price
Options outstanding, beginning of year	1,103	\$ 5.37	1,641	\$ 5.26	3,366	\$ 6.15
Granted	—	—	—	—	—	—
Exercised	(95)	5.02	(525)	4.95	(1,644)	6.69
Expired / terminated	—	—	(13)	7.27	(81)	16.59
Options outstanding, end of year	1,008	5.40	1,103	5.37	1,641	5.26
Options exercisable, end of year	977	5.42	1,072	5.39	1,606	5.27
Options expected to vest, end of year	25	4.75				

No stock options were granted in 2016, 2015 or 2014. Total intrinsic value of options exercised was \$2.0 million, \$13.6 million and \$20.2 million for the years ended December 31, 2016, 2015 and 2014, respectively. The intrinsic value for options

TASER INTERNATIONAL, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

exercised was calculated as the difference between the exercise price of the underlying stock option awards and the market price of the Company's common stock on the date of exercise.

The following table summarizes information about stock options outstanding and exercisable as of December 31, 2016 (number of options in thousands):

Range of Exercise Price	Options Outstanding			Options Exercisable		
	Number of Options Outstanding	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life (Years)	Number of Options Exercisable	Weighted Average Price	Weighted Average Remaining Contractual Life (Years)
\$4.00 - \$5.00	722	\$ 4.65	2.66	691	\$ 4.64	2.69
\$5.01 - \$7.00	112	5.57	1.70	112	5.57	1.70
\$7.01 - \$10.00	106	7.25	1.19	106	7.25	1.19
\$10.01 - \$16.23	68	10.30	0.40	68	10.30	0.40
\$4.00 - \$16.23	1,008	5.40	2.25	977	5.42	2.25

The aggregate intrinsic value of options outstanding and options exercisable at December 31, 2016 was \$19.0 million and \$18.4 million, respectively. Aggregate intrinsic value represents the difference between the exercise price of the underlying stock option awards and the closing market price of the Company's common stock of \$24.24 on December 30, 2016.

At December 31, 2016, the Company had 30,600 unvested options outstanding with a weighted average exercise price of \$4.75 per share, weighted average grant-date fair value of \$2.58 per share and weighted average remaining contractual life of 2.0 years. The aggregate intrinsic value of unvested options at December 31, 2016 was \$0.6 million.

The Company granted approximately 1.0 million performance-based stock options (included in the table above) from 2008 through 2011. As of December 31, 2016, approximately 0.2 million performance-based stock options are outstanding, of which approximately 30,600 are unvested and 25,000 are expected to vest. The aggregate grant-date fair value of the 0.2 million performance-based stock options vested and expected to vest as of December 31, 2016 was approximately \$0.6 million. The Company recognized no stock-based compensation expense related to performance-based stock options during the year ended December 31, 2016, \$0.1 million during the year ended December 31, 2015, and no expense during the year ended December 31, 2014.

g. Stock-based Compensation Expense

The Company accounts for stock-based compensation using the fair-value method. Reported stock-based compensation was classified as follows for the years ended December 31 (in thousands):

	2016	2015	2014
Cost of products sold and services delivered	\$ 342	\$ 402	\$ 204
Sales, general and administrative expenses	5,707	4,285	3,555
Research and development expenses	3,320	2,576	1,820
Total stock-based compensation	\$ 9,369	\$ 7,263	\$ 5,579

There was no stock-based compensation expense recognized in the consolidated statements of operations for the year ended December 31, 2016. Total stock-based compensation expense for the years ended December 31, 2015 and 2014 includes \$54,000 and \$28,000, respectively, related to ISOs for which no tax benefit is recognized. The Company recorded a tax benefit in 2016, 2015, and 2014 of \$0.2 million, \$0.2 million, and \$0.7 million, respectively, to offset taxes payable related to the non-qualified disposition of ISOs exercised and sold. For the years ended December 31, 2016, 2015 and 2014 the provision for income taxes included \$1.4 million, \$6.9 million and \$8.0 million, respectively, of tax expense resulting from the fact that stock-based compensation tax benefits have been recorded as increases to additional paid-in capital on the consolidated statements of changes in stockholders' equity. The total future tax benefits related to non-qualified and restricted stock units was \$4.4 million and \$3.4 million as of December 31, 2016 and 2015, respectively.

As of December 31, 2016, there was \$20.2 million in unrecognized compensation costs related to RSUs under the Company's stock plans. The Company expects to recognize the cost related to the RSUs over a weighted average period of 2.71 years.

TASER INTERNATIONAL, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

13. Related Party Transactions

The Company engages Dr. Mark Kroll, a member of the Board of Directors, to provide consulting services. The expenses related to these services were approximately \$0.2 million for each of the years ended December 31, 2016, 2015 and 2014. At December 31, 2016 and 2015, the Company had accrued liabilities of approximately \$12,000 and \$31,000, respectively, related to these services.

The Company subscribes to a mobile collaboration software suite co-founded and managed by Bret Taylor, a member of the Company's Board of Directors. The cost to license this software is approximately \$0.1 million per year, and as of December 31, 2016 and 2015 the Company had \$50,500 and \$36,000, respectively, of prepaid costs related to the license subscription.

14. Employee Benefit Plans

The Company has a defined contribution profit sharing 401 (k) plan for eligible employees, which is qualified under Sections 401 (a) and 401 (k) of the Internal Revenue Code of 1986, as amended. Employees are entitled to make tax-deferred contributions of up to the maximum allowed by law of their eligible compensation. Contributions to the plans are made by both the employee and the Company. Company contributions are based on the level of employee contributions and are immediately vested. The Company's matching contributions to the plan for the years ended December 31, 2016, 2015 and 2014, were approximately \$1.6 million, \$1.2 million and \$0.9 million, respectively.

The Company also has a non-qualified deferred compensation plan for certain executives, key employees and non-employee directors through which participants may elect to postpone the receipt and taxation of a portion of their compensation, including stock-based compensation, received from the Company. The non-qualified deferred compensation plan allows eligible participants to defer up to 80% of their base salary and up to 100% of other types of compensation. The plan also allows for (i) matching and discretionary employer contributions and (ii) the deferral of vested RSU awards. Employee deferrals are deemed 100% vested upon contribution. Distributions from the plan are made upon retirement, death, separation of service, specified date or upon the occurrence of an unforeseeable emergency. Distributions can be paid in a variety of forms from lump sum to installments over a period of years. Participants in the plan are entitled to select from a wide variety of investments available under the plan and are allocated gains or losses based upon the performance of the investments selected by the participant. All gains or losses are allocated fully to plan participants and the Company does not guarantee a rate of return on deferred balances. Assets related to this plan consist of corporate-owned life insurance contracts and are included in other assets in the consolidated balance sheets. Participants have no rights or claims with respect to any plan assets and any such assets are subject to the claims of the Company's general creditors. Subsequent to December 31, 2016, the Company made contributions to the non-qualified deferred compensation plan related to the year ended December 31, 2016 of approximately \$32,000. Future matching or profit sharing contributions to the plans are at the Company's sole discretion.

15. Business Acquisitions

MediaSolv Solutions Corporation

On May 5, 2015, the Company acquired all of the outstanding capital stock of MediaSolv Solutions Corporation, a Delaware corporation, for a total purchase price of \$8.8 million, net of \$0.1 million of cash acquired. MediaSolv primarily provides solutions for interview room video, closed-circuit television ("CCTV") and on-premise digital evidence management. These products connect with the Company's Axon on-officer cameras and, in some cases, its Evidence.com cloud platform. The Company believes the acquisition will continue to allow the Company to leverage MediaSolv's existing network and relationships to further strengthen its position in the market.

The purchase price consisted primarily of cash, net of cash acquired and working capital adjustments, \$7.8 million and contingent consideration of \$1.0 million representing potential earn-outs to former stockholders based on predetermined future financial metrics. The Company also agreed to additional earn-out provisions and compensation adjustments totaling approximately \$4.0 million based, in part, on predefined future financial metrics. The additional earn-outs were not included as part of the purchase price and will be expensed as compensation in the period earned.

TASER INTERNATIONAL, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

During the first quarter of 2016, the \$1.0 million of earn-outs to former stockholders were earned in full and were paid during the second quarter of 2016. During the years ended December 31, 2016 and 2015, the Company recorded an additional \$1.5 million and \$0.2 million, respectively, of earn-outs that were recorded as commission expense, and as of December 31, 2016, \$0.2 million of earn-outs were recorded as accrued liabilities within the accompanying consolidated financial statements.

The major classes of assets and liabilities to which the Company allocated the purchase price was as follows (in thousands):

Accounts receivable and other current assets	\$	590
Inventory		35
Property and equipment		53
Intangible assets		4,145
Goodwill		5,496
Accounts payable and accrued liabilities		(697)
Deferred revenue		(111)
Deferred income tax liabilities, net		(688)
Total purchase price	\$	8,823

The Company has assigned the goodwill to the Axon segment. Other identifiable definite lived intangible assets were assigned a total weighted average amortization period of 6.5 years. MediaSolv has been included in the Company's consolidated results of operations subsequent to the acquisition date. Pro forma results of operations for MediaSolv have not been presented because they are not material to the consolidated results of operations. In connection with the acquisition, the Company incurred and expensed costs of approximately \$0.2 million, which included legal, accounting and other third-party expenses related to the transaction.

Tactical Safety Responses Limited

On July 16, 2015, TASER International B.V., a wholly owned subsidiary of the Company, acquired all of the outstanding capital stock of Tactical Safety Responses Limited ("TSR"), a United Kingdom ("UK") corporation. TSR is the Company's licensed distributor of TASER CEWs and Axon cameras and related accessories in the UK. The acquisition is intended to help expand the Company's growth across the UK by growing its in-country sales and support team. The total purchase price was \$3.3 million consisting of \$4.0 million cash at close, net of \$0.7 million of cash acquired. The Company also agreed to additional amounts in the form of earn-outs, subject to the achievement of predefined performance metrics. The earn-outs were not included as part of the purchase price and will be expensed as compensation in the period earned. During the year ended December 31, 2016, \$0.1 million was recorded as commissions expense under these earn-out provisions. No such expense was recorded during 2015.

The major classes of assets and liabilities to which the Company allocated the purchase price was as follows (in thousands):

Accounts receivable	\$	726
Inventory		497
Property and equipment		583
Other Assets		20
Intangible assets		881
Goodwill		1,441
Accounts payable and accrued liabilities		(207)
Notes payable		(169)
Income tax liabilities		(438)
Total purchase price	\$	3,334

The Company has assigned the goodwill equally between the TASER Weapons and Axon segments. Other identifiable definite lived intangible assets were assigned a total weighted average amortization period of 7.0 years. TSR has been included in the Company's consolidated results of operations subsequent to the acquisition date. Pro forma results of operations for TSR have not been presented because they are not material to the consolidated results of operations. In connection with the acquisition, the Company incurred and expensed costs of approximately \$0.1 million, which included legal, accounting and other third-party expenses related to the transaction.

TASER INTERNATIONAL, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

Axon Artificial Intelligence

On December 30, 2016, the Company acquired certain intellectual property from Fossil Group, Inc. and Fossil Vietnam, Limited Liability Company. This transaction, which was accounted for as a business combination under ASC 805, was part of the Company's efforts to expand on the Axon platform by transforming workflows using computer vision and natural language with machine learning techniques in order to analyze data and multimedia captured throughout the course of policing. Additionally, as part of the acquisition, a team of seven researchers and software engineers joined the Company, and will part of the newly established Axon Artificial Intelligence team. The purchase price, totaling approximately \$6.8 million, consisted of \$3.5 million cash at close, and up to an additional \$3.3 million of consideration contingent upon the satisfaction of certain conditions.

The Company's purchase price allocation is preliminary and subject to revision as more detailed analyses are completed and additional information about fair value of assets become available.

The major classes of assets and liabilities to which the Company has allocated the purchase price, on a preliminary basis, were as follows (in thousands):

Developed technology	\$	5,210
Goodwill		1,615
Total purchase price	\$	6,825

The Company assigned the goodwill to the Axon segment. The acquired developed technology was assigned an amortization period of 5.0 years. Costs related to the acquisition were expensed as incurred and were considered insignificant.

16. Segment Data

The Company's operations are comprised of two reportable segments: the sale of CEWs, accessories and other products and services (the "TASER Weapons" segment); and the Axon business, focused on devices, wearables, applications, cloud and mobile products (the "Axon" segment). Within the Axon segment, the Company includes only revenues and costs attributable to that segment which include: costs of sales for both products and services, direct labor, selling expense for the sales team, product management and marketing expenses, trade shows and related expenses, finance and accounting expenses, and research and development for products included, or to be included, within the Axon segment. All other costs are included in the TASER Weapons segment. The chief operating decision maker does not review assets by segment as part of the financial information provided; therefore, only limited asset information is provided in the following tables.

Information relative to the Company's reportable segments was as follows (in thousands):

	For the year ended December 31, 2016		
	TASER Weapons	Axon	Total
Product sales	\$ 202,644	\$ 35,929	\$ 238,573
Service revenue	—	29,672	29,672
Net sales	202,644	65,601	268,245
Cost of products sold	61,930	29,606	91,536
Cost of services delivered	—	6,173	6,173
Gross margin	140,714	29,822	170,536
Sales, general and administrative	63,617	44,459	108,076
Research and development	5,887	24,722	30,609
Income (loss) from operations	\$ 71,210	\$ (39,359)	\$ 31,851
Purchase of property and equipment	\$ 4,129	\$ 828	\$ 4,957
Purchase of intangible assets	262	3,233	3,495
Purchase of intangible assets in connection with business acquisitions	—	6,825	6,825
Depreciation and amortization	2,207	1,451	3,658

TASER INTERNATIONAL, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

For the year ended December 31, 2015			
	TASER Weapons	Axon	Total
Product sales	\$ 162,375	\$ 22,855	\$ 185,230
Service revenue	—	12,662	12,662
Net sales	162,375	35,517	197,892
Cost of products sold	48,821	16,201	65,022
Cost of services delivered	—	4,223	4,223
Gross margin	113,554	15,093	128,647
Sales, general and administrative	47,640	22,058	69,698
Research and development	4,470	19,144	23,614
Income (loss) from operations	\$ 61,444	\$ (26,109)	\$ 35,335
Purchase of property and equipment	\$ 4,159	\$ 1,844	\$ 6,003
Purchase of intangible assets	277	224	501
Purchase of property and equipment and intangible assets in connection with business acquisitions	1,453	11,146	12,599
Depreciation and amortization	2,311	980	3,291

For the year ended December 31, 2014			
	TASER Weapons	Axon	Total
Product sales	\$ 145,613	\$ 14,700	\$ 160,313
Service revenue	—	4,212	4,212
Net sales	145,613	18,912	164,525
Cost of products sold	47,680	13,233	60,913
Cost of services delivered	—	2,064	2,064
Gross margin	97,933	3,615	101,548
Sales, general and administrative	42,989	11,169	54,158
Research and development	3,872	11,013	14,885
Income (loss) from operations	\$ 51,072	\$ (18,567)	\$ 32,505
Purchase of property and equipment	\$ 2,233	\$ 272	\$ 2,505
Purchase of intangible assets	180	3	183
Depreciation and amortization	3,936	381	4,317

TASER INTERNATIONAL, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS – (Continued)

17. Selected Quarterly Financial Data (unaudited)

Selected quarterly financial data for years ended December 31, 2016 and 2015 follows (in thousands, except per share data):

	Quarter Ended			
	March 31, 2016	June 30, 2016	September 30, 2016	December 31, 2016
Net sales	\$ 55,530	\$ 58,756	\$ 71,882	\$ 82,077
Gross margin	36,902	37,299	46,565	49,770
Net income	3,463	3,650	3,843	6,341
Earnings per share ⁽¹⁾ :				
Basic	\$ 0.06	\$ 0.07	\$ 0.07	\$ 0.12
Diluted	\$ 0.06	\$ 0.07	\$ 0.07	\$ 0.12

	Quarter Ended			
	March 31, 2015	June 30, 2015	September 30, 2015	December 31, 2015
Net sales	\$ 44,762	\$ 46,713	\$ 50,376	\$ 56,041
Gross margin	29,868	30,723	31,068	36,988
Net income	7,205	6,103	1,521	5,104
Earnings per share ⁽¹⁾ :				
Basic	\$ 0.14	\$ 0.11	\$ 0.03	\$ 0.10
Diluted	\$ 0.13	\$ 0.11	\$ 0.03	\$ 0.09

⁽¹⁾ Basic and diluted earnings per share are computed independently for each of the quarters presented. Therefore, the sum of quarterly basic and diluted per share information may not equal annual basic and diluted earnings per share.

18. Supplemental Disclosure to Cash Flows

Supplemental non-cash and other cash flow information were as follows for the years ended December 31 (in thousands):

	2016	2015	2014
Cash paid for income taxes, net of refunds	\$ 14,048	\$ 6,759	\$ 386
Non-cash transactions:			
Contingent consideration related to business combinations	\$ 3,325	\$ 952	\$ —
Property and equipment purchases in accounts payable	82	315	270
Purchase of assets under capital lease obligations	134	—	—

19. Subsequent Events

On February 9, 2017, the Company acquired all of the outstanding capital stock of Dextro, Inc. ("Dextro"). Dextro's products aim to make videos discoverable and searchable using machine learning further consisting of developed algorithms that can analyze the audiovisual contents of video footage in real time in order to provide meaningful data to end users. These capabilities are intended to expand the Axon platform and the newly developed Axon Artificial Intelligence team.

The purchase price consisted of \$7.1 million cash, including \$1.1 million in the form of earn-outs, subject to the achievement of predefined performance metrics. The acquisition will be accounted for in the first quarter of Fiscal 2017 using the acquisition method in accordance with ASC 805, Business Combinations. Accordingly, the identifiable assets acquired and liabilities assumed will be measured at their acquisition-date fair value. Operating results will be included in the Company's consolidated financial statements from the effective date of the acquisition.

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Board of Directors and Stockholders
TASER International, Inc.

We have audited the accompanying consolidated balance sheets of TASER International, Inc. (a Delaware corporation) and subsidiaries (the "Company") as of December 31, 2016 and 2015, and the related consolidated statements of operations and comprehensive income, changes in stockholders' equity, and cash flows for each of the three years in the period ended December 31, 2016. Our audits of the basic consolidated financial statements included the financial statement schedule listed in the index appearing under Item 15(a)(2). These financial statements and financial statement schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and financial statement schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of TASER International, Inc. and subsidiaries as of December 31, 2016 and 2015, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2016 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the related financial statement schedule, when considered in relation to the basic consolidated financial statements taken as a whole, presents fairly, in all material respects, the information set forth therein.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the Company's internal control over financial reporting as of December 31, 2016, based on criteria established in the 2013 Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO), and our report dated March 6, 2017 expressed an adverse opinion.

/s/ GRANT THORNTON LLP

Phoenix, Arizona
March 6, 2017

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Item 9. Changes in and Disagreements With Accountants on Accounting and Financial Disclosure

None.

Item 9A. Controls and Procedures

Attached as exhibits to this Form 10-K are certifications of the Company's Chief Executive Officer (CEO) and Principal Financial and Accounting Officer which are required in accordance with Rule 13a-14 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). This "Controls and Procedures" section includes information concerning the controls and controls evaluation referred to in the certifications. This section should be read in conjunction with the certifications and the Grant Thornton LLP attestation report for a more complete understanding of the topics presented.

Evaluation of Disclosure Controls and Procedures

Our Chief Executive Officer and Principal Financial and Accounting Officer are responsible for the evaluation of the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) or 15d-15(e) under the Exchange Act) as of the end of the period covered by this Annual Report on Form 10-K. Our disclosure controls and procedures are designed to ensure that information we are required to disclose in reports that we file or submit under the Exchange Act is (i) recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms and (ii) accumulated and communicated to our management, including our Chief Executive Officer and our Principal Financial and Accounting Officer as appropriate to allow timely decisions regarding required disclosure. Based on that evaluation, our Chief Executive Officer and Principal Financial and Accounting Officer have concluded that because of certain material weaknesses in our internal control over financial reporting that have not yet been remediated, as further described below, our disclosure controls and procedures were not effective as of December 31, 2016 at a level that provides reasonable assurance as of the last day of the period covered by this report.

Management Report On Internal Control over Financial Reporting

Management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rule 13a-15(f) or 15d-15(f) under the Exchange Act). Management has assessed the effectiveness of our internal control over financial reporting as of December 31, 2016 based on criteria established in Internal Control-Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. As a result of this assessment, management concluded that, as of December 31, 2016, our internal control over financial reporting was not effective in providing reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles.

During the year ended December 31, 2016, we identified material weaknesses in our internal control over financial reporting. A material weakness is defined as a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of our financial statements will not be prevented or detected on a timely basis.

Specifically, during the year ended December 31, 2016, we identified material weaknesses in our internal controls over revenue recognition, cost of goods sold and services delivered and the reporting of deferred revenue. Further, we identified material weaknesses in our account reconciliations and monitoring processes. These material weaknesses in internal control over financial reporting resulted from a breakdown in the operation of identified preventative and detective controls which led to the Company not initially recording some transactions correctly.

These material weaknesses arose during a period where the timing of the Company's financial close and reporting process had been adversely impacted by the continued growth in both the volume and complexity of our business transactions. To remediate the material weaknesses described above, we are working to design and implement new controls and procedures to properly ensure transactions are identified and recorded timely and accurately.

Specifically:

- we have added and will continue to add staff to support the growing operations of the Company. During the year ended December 31, 2016, we have added additional resources to our revenue accounting and general accounting teams to ensure that we have the knowledge and resources to properly execute revenue recognition in accordance with GAAP.

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- we have implemented and are continuing to implement additional internal reporting procedures, including those designed to add depth to our detailed review processes of revenue transactions and related accounting for deferred revenue and cost of goods sold and services delivered;
- we have implemented and are continuing to implement additional system controls that would help prevent data entry errors of transactional information within the Company's general ledger system, as well as adding and refining existing system reports that would help isolate outliers within the Company's transactional data for further review;
- we have improved and are continuing to improve communication and coordination among our finance and accounting departments and we have expanded cross-functional involvement and input into period-end accruals; and
- we are in the process of documenting, assessing and testing our internal control over financial reporting as part of our efforts to comply with Section 404 of the Sarbanes-Oxley Act.

The material weaknesses will not be considered remediated until the applicable remedial controls operate for a sufficient period of time and management has concluded, through testing, that these controls are operating effectively. We expect that the remediation of these deficiencies will be completed prior to the end of fiscal year 2017.

Grant Thornton LLP has independently assessed the effectiveness of our internal control over financial reporting and its report is included below.

Changes in Internal Control over Financial Reporting

Except as noted above, there was no change in our internal control over financial reporting during the fiscal quarter ended December 31, 2016, that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Board of Directors and Stockholders
TASER International, Inc.

We have audited the internal control over financial reporting of TASER International, Inc. (a Delaware corporation) and subsidiaries (the "Company") as of December 31, 2016, based on criteria established in the 2013 Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management Report on Internal Control Over Financial Reporting ("Management's Report"). Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

A material weakness is a deficiency, or combination of control deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the company's annual or interim financial statements will not be prevented or detected on a timely basis. The following material weaknesses have been identified and included in management's assessment. Management identified a material weakness in its account reconciliation and monitoring processes related to the identification and recording of liabilities. Additionally, management identified material weaknesses related to revenue recognition, cost of goods sold and services delivered and the reporting of deferred revenue.

In our opinion, because of the effect of the material weaknesses described above on the achievement of the objectives of the control criteria, the Company has not maintained effective internal control over financial reporting as of December 31, 2016, based on criteria established in the 2013 Internal Control-Integrated Framework issued by COSO.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated financial statements of the Company as of and for the year ended December 31, 2016. The material weaknesses identified above were considered in determining the nature, timing, and extent of audit tests applied in our audit of the 2016 consolidated financial statements, and this report does not affect our report dated March 6, 2017, which expressed an unqualified on those financial statements.

We do not express an opinion or any other form of assurance on management's statement referring to the timing of the Company's financial close and reporting process being adversely impacted by the Company's continued growth in both the volume and complexity of transactions, and "Remediation" included in Management's Report.

/s/ GRANT THORNTON LLP

Phoenix, Arizona
March 6, 2017

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Item 9B. Other Information

None.

PART III

Item 10. Directors, Executive Officers and Corporate Governance

The information required to be disclosed by this item is incorporated herein by reference to our definitive proxy statement for the 2017 Annual Meeting of Stockholders (the "2017 Proxy Statement") which proxy statement we expect to file with the Securities and Exchange Commission within 120 days after the end of our fiscal year ended December 31, 2016.

Item 11. Executive Compensation

The information required to be disclosed by this item is incorporated herein by reference to our 2017 Proxy Statement.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

Equity Compensation Plan Information

A description of our equity compensation plans approved by our stockholders is included in Note 12(c) to the Consolidated Financial Statements included in Part II, Item 8 of this Annual Report on Form 10-K. The following table provides details of our equity compensation plans at December 31, 2016:

Plan Category	Number of Securities to be Issued upon Exercise of Outstanding Options, Warrants and Rights (a)	Weighted-Average Exercise Price of Outstanding Options, Warrants and Rights (b) (1)	Number of Securities Remaining Available Under Equity Compensation Plans for Future Issuance (Excluding Securities Reflected in Column (a)) (c)
Equity compensation plans approved by security holders	2,337,416	\$ 5.40	2,696,536
Equity compensation plans not approved by security holders	—	—	—
Total	2,337,416	\$ —	2,696,536

(1) The weighted average exercise price is calculated based solely on the exercise prices of the outstanding options and does not reflect the shares that will be issued upon the vesting of outstanding awards of restricted stock units which have no exercise price.

All other information required to be disclosed by this item is incorporated herein by reference to our 2017 Proxy Statement.

Item 13. Certain Relationships and Related Transactions, and Director Independence

The information required to be disclosed by this item is incorporated herein by reference to our 2017 Proxy Statement.

Item 14. Principal Accounting Fees and Services

The information required to be disclosed by this item is incorporated herein by reference to our 2017 Proxy Statement.

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PART IV

Item 15. Exhibits, Financial Statement Schedules

(a) The following documents are filed as part of this report:

1. Consolidated financial statements: All consolidated financial statements as set forth under Part II, Item 8 of this report.
2. Supplementary Financial Statement Schedules: Schedule II — Valuation and Qualifying Accounts

Other schedules have not been included because they are not applicable or because the information is included elsewhere in this report. (Dollars in thousands)

SCHEDULE II – VALUATION AND QUALIFYING ACCOUNTS

Description	Balance at Beginning of Period	Charged to Costs and Expenses	Charged to Other Accounts	Deductions	Balance at End of Period
Allowance for doubtful accounts:					
Year ended December 31, 2016	\$ 322	\$ 205	\$ —	\$ (84)	\$ 443
Year ended December 31, 2015	251	86	—	(15)	322
Year ended December 31, 2014	200	142	—	(91)	251
Warranty reserve:					
Year ended December 31, 2016	\$ 314	\$ 621	\$ —	\$ (155)	\$ 780
Year ended December 31, 2015	675	(62)	—	(299)	314
Year ended December 31, 2014	955	396	—	(676)	675

3. Exhibits:

Exhibit Number	Description
3.1	Certificate of Incorporation, as amended (incorporated by reference to Exhibit 3.1 to Registration Statement on Form SB-2, effective May 11, 2001 (Registration No. 333-55658))
3.2	Bylaws, as amended, effective January 17, 2016 (incorporated by reference to Exhibit 3.2 to Annual Report filed on Form 10-K, filed March 7, 2016)
3.3	Certificate of Amendment to Certificate of Incorporation dated September 1, 2004 (incorporated by reference to Exhibit 3.3 to Annual Report on Form 10-KSB, filed March 31, 2005)
3.4	Amended and Restated Certificate of Incorporation (incorporated by reference to Annex A to 2016 Proxy Statement, filed April 15, 2016.
4.1	Form of Common Stock Certificate (incorporated by reference to Exhibit 4.2 to Registration Statement on Form SB-2, effective May 11, 2001 (Registration No. 333-55658))
10.1*	Executive Employment Agreement with Patrick W. Smith, dated July 1, 1998 (incorporated by reference to Exhibit 10.1 to Registration Statement on Form SB-2, effective May 11, 2001 (Registration No. 333-55658))
10.2*	Form of Indemnification Agreement between the Company and its directors (incorporated by reference to Exhibit 10.4 to Registration Statement on Form SB-2, effective May 11, 2001 (Registration No. 333-55658))
10.3*	Form of Indemnification Agreement between the Company and its officers (incorporated by reference to Exhibit 10.15 to Registration Statement on Form SB-2, effective May 11, 2001 (Registration No. 333-55658))
10.4*	2001 Stock Option Plan (incorporated by reference to Exhibit 10.7 to Registration Statement on Form SB-2, effective May 11, 2001 (Registration No. 333-55658))
10.5*	Executive Employment Agreement with Douglas E. Klint, dated December 15, 2002 (incorporated by reference to Exhibit 10.14 to Annual Report on Form 10-KSB, filed March 14, 2003)
10.6*	Executive Employment Agreement with Daniel Behrendt, dated April 28, 2004 (incorporated by reference to Exhibit 10.14 to Annual Report on Form 10-KSB, filed March 31, 2005)
10.7*	2004 Stock Option Plan (incorporated by reference to Exhibit 10.15 to the Annual Report on Form 10-KSB, filed March 31, 2005)

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Exhibit Number	Description
10.8*	2004 Outside Director Stock Option Plan, as amended (incorporated by reference to Exhibit 10.16 to the Annual Report on Form 10-KSB, filed March 31, 2005)
10.9*	2009 Stock Incentive Plan. (incorporated by reference to Appendix A to 2009 Proxy Statement, filed April 15, 2009)
10.10*	Executive Employment Agreement with Jeff Kukowski, dated August 9, 2010 (incorporated by reference to Exhibit 10.18 to the Annual Report on Form 10-K, filed March 8, 2013)
10.11*	2013 Stock Incentive Plan (incorporated by reference to Appendix of 2013 Proxy Statement, filed on April 3, 2013)
10.12*	TASER International, Inc. Deferred Compensation Plan (incorporated by reference to Exhibit 10.1 to Form 8-K, filed on July 12, 2013)
10.13	Amended and Restated Credit Agreement dated August 18, 2014 between the Company and JP Morgan Chase Bank, NA (incorporated by reference to Exhibit 10.13 to Form 10-K, filed on March 11, 2015)
10.14	Note Modification Agreement dated as of July 29, 2015, between the Company and JP Morgan Chase Bank, N.A. (incorporated by reference to Exhibit 10.1 to Form 10-Q, filed on November 6, 2015)
10.15*	2016 Stock Incentive Plan (incorporated by reference to Annex B of 2016 Proxy Statement, filed on April 15, 2016)
21.1**	List of Subsidiaries
23.1**	Consent of Grant Thornton, LLP, independent registered public accounting firm
24.1**	Powers of attorney (see signature page)
31.1**	Principal Executive Officer Certification pursuant to Rule 13a-14(a) or Rule 15d-14(a)
31.2**	Principal Financial Officer Certification pursuant to Rule 13a-14(a) or Rule 15d-14(a)
32.1***	Principal Executive Officer and Principal Financial Officer Certification pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS**	XBRL Instance Document
101.SCH**	XBRL Taxonomy Extension Schema Document
101.CAL**	XBRL Taxonomy Calculation Linkbase Document
101.LAB**	XBRL Taxonomy Label Linkbase Document
101.PRE**	XBRL Taxonomy Presentation Linkbase Document

* Management contract or compensatory plan or arrangement

** Filed herewith

*** Furnished herewith

Item 16. Form 10-K Summary

Not applicable.

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SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

TASER INTERNATIONAL, INC.

Date: March 6, 2017

By: /s/ PATRICK W. SMITH
Chief Executive Officer, Director
(Principal Executive Officer)

Date: March 6, 2017

By: /s/ MARIE C. MASENGA
Corporate Controller
(Principal Financial and Accounting Officer)

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POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Patrick W. Smith his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments to this Annual Report on Form 10-K, and to file the same, including all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully and to all intents and purposes as he or she might or could do in person hereby ratifying and confirming all that said attorney-in-fact and agent, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ MICHAEL GARNREITER</u> Michael Garnreiter	Director	March 6, 2017
<u>/s/ HADI PARTOVI</u> Hadi Partovi	Director	March 6, 2017
<u>/s/ JUDY MARTZ</u> Judy Martz	Director	March 6, 2017
<u>/s/ MARK W. KROLL</u> Mark W. Kroll	Director	March 6, 2017
<u>/s/ RICHARD H. CARMONA</u> Richard H. Carmona	Director	March 6, 2017
<u>/s/ BRET S. TAYLOR</u> Bret S. Taylor	Director	March 6, 2017
<u>/s/ MATTHEW R. MCBRADY</u> Matthew R. McBrady	Director	March 6, 2017

EXHIBIT 21.1**List of Subsidiaries***

	<u>Jurisdiction of Incorporation</u>
TASER International, B.V.	The Netherlands
TASER International Europe SE	Germany
Axon Public Safety UK Limited	United Kingdom
Axon Public Safety Canada, Inc.	Canada
Axon Public Safety Australia Pty Ltd	Australia
MediaSolv Solutions Corporation	Delaware, U.S.

* Pursuant to Item 601(b)(21)(ii) of Regulation S-K, the names of other subsidiaries of TASER International, Inc. are omitted because, considered in the aggregate, they would not constitute a significant subsidiary as of the end of the year covered by this report.

EXHIBIT 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We have issued our reports dated March 6, 2017 , with respect to the consolidated financial statements, schedule, and internal control over financial reporting included in the Annual Report of TASER International, Inc. on Form 10-K for the year ended December 31, 2016 . We hereby consent to the incorporation by reference of said reports in the Registration Statements of TASER International, Inc. on Forms S-8 (File No. 333-212069; File No. 333-190442; File No. 333-190441; File No. 333-161183; File No. 333-125455; File No. 333-65046).

/s/ GRANT THORNTON LLP

Phoenix, Arizona
March 6, 2017

**CERTIFICATION PURSUANT TO
Rule 13a-14(a) or Rule 15d-14(a) of Chief Executive Officer**

I, Patrick W. Smith, certify that:

1. I have reviewed this Annual Report on Form 10-K of TASER International, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 6, 2017

By: /s/ Patrick W. Smith
Chief Executive Officer

**CERTIFICATION PURSUANT TO
Rule 13a-14(a) or Rule 15d-14(a) of Principal Accounting Officer**

I, Marie C. Masenga, certify that:

1. I have reviewed this Annual Report on Form 10-K of TASER International, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 6, 2017

By: /s/ MARIE C. MASENGA
 Marie C. Masenga
 Corporate Controller
 (Principal Financial and Accounting Officer)

EXHIBIT 32

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report on Form 10-K of TASER International, Inc. (the "Company") for the year ended December 31, 2016 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Patrick W. Smith, Chief Executive Officer of the Company, certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Patrick W. Smith

Patrick W. Smith

Chief Executive Officer

March 6, 2017

In connection with the Annual Report on Form 10-K of TASER International, Inc. (the "Company") for the year ended December 31, 2016 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Marie C. Masenga, Principal Accounting Officer of the Company, certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ MARIE C. MASENGA

Marie C. Masenga

Corporate Controller

(Principal Financial and Accounting Officer)

March 6, 2017

AXON ENTERPRISE, INC.

FORM DEF 14A (Proxy Statement (definitive))

Filed 04/14/17 for the Period Ending 12/31/16

Address	17800 N. 85TH ST. SCOTTSDALE, AZ 85255
Telephone	480-991-0797
CIK	0001069183
Symbol	AAXN
SIC Code	3480 - Ordnance And Accessories, Except Vehicles And
Industry	Aerospace & Defense
Sector	Industrials
Fiscal Year	12/31

SHARE OWNERSHIP

The following table sets forth information, as of March 27, 2017, with respect to beneficial ownership of the Company's common stock by each current director or nominee for director, by each of our named executive officers (as defined by Item 402(a)(3) of Regulation S-K) (the "NEOs"), by all directors and executive officers as a group, and by each person who is known to the Company to be the beneficial owner of more than five percent of the Company's outstanding common stock. The Company believes that, except as otherwise described below, each named beneficial owner has sole voting and investment power with respect to the shares listed. As of March 27, 2017 there were no shares currently pledged by any NEO or director.

Name of Beneficial Owner ⁽¹⁾	Shares Owned	Shares Acquirable Within 60 Days ⁽²⁾	Total Beneficial Ownership	Percent of Class ⁽³⁾
BlackRock, Inc. ⁽⁴⁾	6,686,211	—	6,686,211	12.7%
The Vanguard Group ⁽⁵⁾	3,488,487	—	3,488,487	6.6
St. Denis J. Villere & Company, LLC ⁽⁶⁾	3,314,363	—	3,314,363	6.3
FMR LLC ⁽⁷⁾	3,214,090	—	3,214,090	6.1
Patrick W. Smith	585,839	665,894	1,251,733	2.4
Mark W. Kroll	40,903	4,077	44,980	*
Judy Martz	20,070	44,971	65,041	*
Richard H. Carmona	39,475	90,796	130,271	*
Michael Gamreiter	22,070	4,077	26,147	*
Hadi Partovi	263,717	62,248	325,965	*
Bret S. Taylor	4,517	3,881	8,398	*
Matthew R. McBrady	—	—	—	*
Luke S. Larson	4,449	—	4,449	*
Daniel M. Behrendt ⁽⁸⁾	30,762	—	30,762	*
Douglas E. Klint	71,110	—	71,110	*
Marcus W.L. Womack	59,545	12,271	71,816	*
Joshua M. Isner	—	—	—	*
All directors and executive officers as a group (13 persons) ⁽⁹⁾	1,111,695	888,215	1,999,910	3.9%

* Less than 1%

- ⁽¹⁾ Except as noted in Notes 4, 5, 6 below, the address of each of the persons listed is c/o Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, AZ 85255.
- ⁽²⁾ Reflects the number of shares that could be purchased by exercise of options exercisable at March 27, 2017, or restricted stock or options vesting within 60 days thereafter under the Company's stock option plans.
- ⁽³⁾ For purposes of computing the percentage of outstanding shares held by each person or group of persons named above, any security which such person or group has the right to acquire within 60 days of March 27, 2017, is deemed to be outstanding for the purpose of computing the percentage ownership of such person or group, but is not deemed to be outstanding for the purpose of computing the percentage ownership of any other person or group.
- ⁽⁴⁾ Represents shares of the Company's common stock beneficially owned as of December 31, 2016, based on the Schedule 13G/A filed on January 17, 2017 by BlackRock, Inc. In such filing, BlackRock, Inc. lists its address as 55 East 52nd Street, New York, New York 10022, and indicates it has sole voting power with respect to 6,437,672 shares of the Company's common stock, shared voting power with respect to no shares of the Company's common stock, sole dispositive power with respect to 6,686,211 shares of the Company's common stock, and shared dispositive power with respect to no shares of the Company's common stock.
- ⁽⁵⁾ Represents shares of the Company's common stock beneficially owned as of December 31, 2016, based on the Schedule 13G/A filed on February 10, 2017 by The Vanguard Group. In such filing, The Vanguard Group lists its address as 100 Vanguard Blvd., Malvern, PA 19355, and indicates it has sole voting power with respect to 103,728 shares of the Company's

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common stock, shared voting power with respect to 6,601 shares of the Company's common stock, sole dispositive power with respect to 3,380,857 shares of the Company's common stock, and shared dispositive power with respect to 107,630 shares of the Company's common stock.

- (6) Represents shares of the Company's common stock beneficially owned as of December 31, 2016, based on the Schedule 13G filed on April 4, 2017 by St. Denis J. Villere & Company, LLC. In such filing, St. Denis J. Villere & Company, LLC lists its address as 601 Poydras St., Suite 1808, New Orleans, Louisiana 70130, and indicates it has sole voting power with respect to 3,268,563 shares of the Company's common stock, shared voting power with respect to 3,305,963 shares of the Company's common stock, sole dispositive power with respect to 3,276,963 shares of the Company's common stock, and shared dispositive power with respect to 3,314,363 shares of the Company's common stock.
- (7) Represents shares of the Company's common stock beneficially owned as of December 31, 2016, based on the Schedule 13G filed on February 14, 2017 by FMR LLC. In such filing, FMR LLC lists its address as 245 Summer Street, Boston, MA 02210, and indicates it has sole voting power with respect to 9,799 shares of the Company's common stock, shared voting power with respect to no shares of the Company's common stock, sole dispositive power with respect to 3,214,090 shares of the Company's common stock, and shared dispositive power with respect to no shares of the Company's common stock.
- (8) Mr. Behrendt was terminated effective March 15, 2017.
- (9) Does not include shares beneficially owned by Mr. Behrendt (see footnote 8 above)

SECTION 16(a) BENEFICIAL OWNERSHIP REPORTING COMPLIANCE

Section 16(a) of the Exchange Act requires the Company's executive officers and directors, and persons who beneficially own more than 10 percent of a registered class of the Company's equity securities, to file reports of ownership and changes in ownership with the SEC. Executive officers, directors and greater than 10 percent beneficial owners are required by SEC regulations to furnish the Company with copies of all forms they file pursuant to Section 16(a). Based solely on a review of the copies of such reports furnished to the Company and written representations from reporting persons that no other reports were required, to the Company's knowledge, such persons complied with all of the Section 16(a) filing requirements applicable to them in 2016, except for one Form 3 and one Form 4 (reporting one transaction) for Dr. Matthew McBrady, a member of the Board.

EXECUTIVE COMPENSATION

EXECUTIVE OFFICERS

See "Governance--The Board of Directors--Director Nominees in 2017" for biographical information for Patrick W. Smith, who is also our CEO.

Luke S. Larson

Title: President
Joined Axon in 2008
Age: 36

Mr. Larson serves as Axon's President. Luke is responsible for day to day operations and execution for all aspects of the Company's business. Luke joined Axon in June of 2008 and has served in a variety of executive and management roles including director of video products, product manager and product development manager. Prior to joining Axon, Luke served as a Marine Corps infantry officer. Luke graduated from University of Arizona with honors where he was an NROTC Scholarship recipient. He also received an MBA in International Business from Thunderbird School of Global Management.

Jawad A. Ahsan

Title: Chief Financial Officer
Joined Axon in 2017
Age: 38

Mr. Ahsan joined the Company in April 2017 after serving as CFO for Market Track where he started in May of 2014. Prior to Market Track, Mr. Ahsan had a 13-year career at General Electric Company where he served as CFO of Clinical Business Solutions, a division of GE Healthcare IT. Prior to this appointment, he served as CFO for Healthcare Knowledge & Connectivity Solutions,

for those activities, but they may be reimbursed for their out-of-pocket expenses. The Company does not expect to engage a proxy advisor for the Annual Meeting.

Why does my proxy card still say TASER International, Inc?

On April 5, 2017, the Company amended its certificate of incorporation to change its name from TASER International, Inc. to Axon Enterprise, Inc. Since the change occurred after the Record Date, the proxy card is still required to use the TASER International, Inc. name.

GOVERNANCE

THE BOARD OF DIRECTORS

Director Nominations

The Nominating and Corporate Governance Committee (the “NCG Committee”) is responsible for identifying and evaluating nominees for director and for recommending to the Board a slate of nominees for election at each annual meeting of shareholders. Nominees may be suggested by directors, members of management, shareholders, or, in some cases, by a third-party firm.

Shareholders who wish the NCG Committee to consider their recommendations for nominees for the position of director should submit their recommendations in writing by mail to the Nominating and Corporate Governance Committee, c/o Axon Enterprise, Inc., 17800 North 85 th Street, Scottsdale, AZ 85255. Recommendations by shareholders that are made in accordance with these procedures will receive the same consideration by the NCG Committee as other suggested nominees.

Qualifications for All Directors

In its assessment of each potential candidate, including those recommended by shareholders, the NCG Committee considers the potential nominee’s demonstrated character, judgment, relevant business, functional and industry experience, and whether they possess a high degree of business, technological, medical or law enforcement acumen, independence, and other such factors the NCG Committee determines are pertinent in light of the current needs of the Board. The NCG Committee also takes into account the ability of a potential nominee to devote the time and effort necessary to fulfill his or her responsibilities to the Company. While the NCG Committee does not have a formal diversity policy, it strives to achieve a well-rounded balance of varying skill sets and backgrounds in the composition of the Board.

The NCG Committee’s process for identifying and evaluating nominees typically involves a series of internal discussions, review of information concerning candidates and interviews with selected candidates. There are no differences in the manner in which the nominees for director are evaluated based on whether the nominee is recommended by a shareholder. The Company has not historically paid third parties to identify or assist in identifying or evaluating potential nominees but reserves the right to do so in the future.

Specific Qualifications, Attributes, Skills and Experience to be Represented on the Board

The Board has identified particular qualifications, attributes, skills and experience that are important to be represented on the Board as a whole in order to advise and contribute to the execution of the Company's strategic objectives. Each Board member was selected in accordance with the process for the selection and nomination of directors described above. Accordingly, the Board believes that each of the Company's Board members brings a myriad of attributes that combined benefit the Company and its shareholders. The following table summarizes certain key characteristics of the Company's business and the associated attributes that have been identified as important to be represented on the Board.

Business Characteristics	Qualifications, Attributes, Skills & Experience
The Company's business is multifaceted and involves complex financial transactions.	<ul style="list-style-type: none">• High level of financial literacy• Relevant CEO, CFO, treasury experience• Certified Public Accountant, Certified Financial Analyst
The Company's business requires compliance with a variety of regulatory requirements across a number of countries and relationships with various entities and non-governmental organizations.	<ul style="list-style-type: none">• Governmental, legal or political experience
The Company's TASER Weapons product lines utilize Neuro-Muscular Incapacitation from electrical currents as the method to disable a resisting suspect, which inherently involves medical and scientific testing.	<ul style="list-style-type: none">• Medical and/or scientific experience
The Company's primary markets are law enforcement, military and corrections agencies.	<ul style="list-style-type: none">• Law enforcement experience• Military experience
The Company's business is expanding into the innovative field of cloud computing and wearable technology which involves different point of views and perspectives from its traditional weapons background.	<ul style="list-style-type: none">• Emerging technologies experience
The Board's responsibilities include understanding and overseeing the various risks facing the Company and ensuring that appropriate policies and procedures are in place to effectively manage risk.	<ul style="list-style-type: none">• Risk oversight• Management expertise

Director Nominees in 2017

Patrick W. Smith, Chief Executive Officer

Director since 1993

Class B

Age: 46

Other Public Company Boards: None

Mr. Smith has served as Chief Executive Officer ("CEO") and as a director of the Company since 1993. He is also co-founder of the Company. After graduating from Harvard, cum laude, in just three years (class of 1991), Mr. Smith entered directly into the Master of Business Administration program at the University of Chicago. In two years, he completed both a master's degree in international finance from the University of Leuven in Leuven, Belgium and an M.B.A. degree with honors at the University of Chicago, graduating in the top 5% of his class. After completing graduate school in the summer of 1993, he co-founded Axon Enterprise, Inc. (F.K.A. TASER International, Inc.) in September 1993 with his brother, Thomas P. Smith.

Among other qualifications, Mr. Smith brings to the Board extensive executive leadership experience in the technology industry, including the management of worldwide operations, sales, service, and support as well as technology innovation as he currently holds 14 patents.

Mark Kroll

Director since 2003

Class B

Age: 64

Board Committees: Litigation Committee

Other Public Company Boards: Haemonetics Corporation

Dr. Kroll retired in July 2005 from St. Jude Medical, Inc., where he held various executive level positions since 1995, most recently as Senior Vice President and Chief Technology Officer, Cardiac Rhythm Management Division. Dr. Kroll holds a B.S. degree in Mathematics and a M.S. degree and a Ph.D. degree from the Electrical Engineering department of the University of Minnesota and an M.B.A. degree from the University of St. Thomas. Dr. Kroll is also the named inventor of over 350 issued U.S. patents and is a Fellow of the: American College of Cardiology, Heart Rhythm Society, Institute of Electronics and Electrical Engineering, and the American Institute for Medicine and Biology in Engineering.

Specific Qualifications, Attributes, Skills and Experience:

Technology Expertise	Advanced mathematical and scientific education and technology and scientific accomplishments as recognized by "Fellow" designations from IEEE and AIMBE provide a strong scientific background that is beneficial to the Company.
Bio-Medical and Scientific Expertise	Scientific accomplishments as recognized by "Fellow" designations from the American College of Cardiology and the Heart Rhythm Society provide invaluable skills and experience to the TASER Weapons business.
Risk Oversight & Management	Service on Haemonetic's board of directors as well as leadership positions at St. Jude's Medical, Inc. provides beneficial experience in management and oversight.

Dr. Matthew R. McBrady

Director since 2016

Class B

Age: 46

Board Committees: Audit Committee and the Nominating and Corporate Governance Committee

Other Public Company Boards: None

From August 1998 through January 2000, Dr. McBrady served as an international economist with President Clinton's Council of Economic Advisers and the U.S. Treasury Department. Dr. McBrady subsequently served as a professor of finance at the Wharton School of Business at the University of Pennsylvania (from September 2002 through May 2003) and at the Darden Graduate School of Business Administration at the University of Virginia (from May 2003 through December 2006). Dr. McBrady then worked as an investment professional within the North American Private Equity group at Bain Capital, LLC (from January 2007 through January 2009). Dr. McBrady then joined Silver Creek Capital Management, LLC as Managing Director and Head of Investment Strategy and Risk Management (from January 2009 through January 2014) prior to joining BlackRock, Inc. where he served as Managing Director and Chief Investment Officer of Multi-Strategy Hedge Funds from January 2014 through September 2016. Dr. McBrady holds a B.A. degree in Economics from Harvard University, a M.S. degree in International Economics from Oxford University (U.K.), and a Masters and Ph.D. degree in Business Economics from Harvard University. Dr. McBrady previously served as a director for the Company from January 2001 through June 2014.

Specific Qualifications, Attributes, Skills and Experience:

High Level of Financial Literacy	Service as a member of President Clinton's Council of Economic Advisory and teaching positions at the Harvard Business School, the Wharton School of Business and the Darden Graduate School of Business Administration providing him valuable financial knowledge and context.
Relevant Political Background	Service as a member of President Clinton's Council of Economic Advisors giving him insight into government processes.

Incumbent Directors in 2017

Michael Garnreiter, Chairman

Director since 2006

Class A

Age: 65

Board Committees: Audit Committee (Chairman), Compensation Committee, Nominating and Corporate Governance Committee, Litigation Committee

Other Public Company Boards: Banner Health, GlobalTranz, Pacific Alternative Asset Management Company, Knight Transportation, Amtech Systems

Mr. Garnreiter most recently served as Vice President of Finance and Treasurer of Shamrock Foods, a privately-held manufacturer and distributor of foods and food-related products. He retired from this position in December 2015. From January 2010 until August 2012, Mr. Garnreiter was a managing director of Fenix Financial Forensics, a Phoenix-based litigation and financial consulting firm. From April 2002 through June 2006, Mr. Garnreiter was Executive Vice President, Treasurer, and Chief Financial Officer of the Main Street Restaurant Group. Mr. Garnreiter previously served with the international accounting firm, Arthur Andersen, from 1974 through March 2002 with increasing levels of responsibility, culminating as a partner. Mr. Garnreiter holds a B.S. degree in accounting from California State University at Long Beach and is a Certified Public Accountant.

Specific Qualifications, Attributes, Skills and Experience:

High Level of Financial Literacy	Certified Public Accountant and former partner at Arthur Andersen. Served on the audit committee for each board he has served in the past.
Risk Oversight & Management	Board Experience for Knight Transportation, Amtech Systems, IA Global Inc., and Fenix Financial Forensics gives ample experience relating to public company corporate governance matters.

Vice Admiral (Retired) Richard H. Carmona M.D., M.P.H., F.A.C.S.

Director since 2007

Class C

Age: 67

Board Committees: Audit Committee, Nominating and Corporate Governance Committee (Chairman), Litigation Committee

Other Public Company Boards: The Clorox Company, The Herbalife Company

Dr. Carmona was sworn in as the 17th Surgeon General of the United States on August 5, 2002 and served the statutory four year term. Prior to being named United States Surgeon General, Dr. Carmona was the chairman of the State of Arizona Southern Regional Emergency Medical System, a professor of surgery, public health and family and community medicine at the University of Arizona, and the Pima County Sheriff's Department surgeon and deputy sheriff. He is currently employed as Vice Chairman and Chief Executive Officer of Canyon Ranch Health in Tucson, Arizona and has held that position since October 1, 2006. Dr. Carmona attended Bronx Community College of the City University of New York where he earned his associate of arts degree. Dr. Carmona holds a B.S. degree and medical degree from the University of California, San Francisco. He has also earned a Master's Degree in Public Health from the University of Arizona.

Specific Qualifications, Attributes, Skills and Experience:

High Level of Financial Literacy	As Vice Chairman of Canyon Ranch, CEO of Canyon Ranch Health, and as a member of other public company boards, Dr. Carmona is able to contribute to the oversight of the Company's financial matters.
Risk Oversight & Management	Service on the Clorox Company and the Herbalife Company boards of directors provides valuable insight into public company corporate governance matters.
Relevant Political Background	Service as the former Surgeon General of the U.S. provides a unique insight into political matters.
Medical Expertise	As the Surgeon General of the U.S. as well as his extensive career in emergency medical services, provides him a deep understanding of health, safety and medicine.
Law Enforcement/Military Experience	Dr. Carmona is a combat decorated and disabled U.S. Army Special Forces Veteran and a highly decorated police officer, giving him unusual insight into our diverse customer base.

Hadi Partovi

Director since 2010

Class A

Age: 44

Board Committees: Compensation Committee

Other Public Company Boards: None

Mr. Partovi is the President and co-founder of the non-profit education organization Code.org. Mr. Partovi is a past or present strategic advisor or early investor at numerous technology companies, including Facebook, Dropbox, OPOWER, airbnb, Zappos, and Bluekai. From 2009 through 2010, Mr. Partovi was Senior Vice President of Technology for MySpace (via acquisition) and from 2006 through 2009 he was President and Co-Founder of ILIKE, Inc. which was acquired by MySpace in 2009. From 2002 through 2005, Mr. Partovi was General Manager, Microsoft MSN Entertainment and MSN.com and from 1999 through 2001, he was Co-Founder and VP of Product and Professional Services for TELLME Networks, Inc. From 1994 through 1999, he was Program Manager for Microsoft Internet Explorer. Mr. Partovi holds B.A. and M.S. degrees in Computer Science, *summa cum laude*, from Harvard University.

Specific Qualifications, Attributes, Skills and Experience:

Technology Expertise	Experience as an investor in technology companies provides Mr. Partovi with invaluable insight into software and Internet-related business development initiatives.
Risk Oversight & Management	Experience as an advisor to multiple start-up companies provides Mr. Partovi experience in the unique challenges facing new technology companies.

Bret Taylor

Director since 2014

Class C

Age: 37

Board Committees: None.

Other Public Company Boards: None.

Bret Taylor served as Group Product Manager at Google Inc. until June 2007, where he co-created Google Maps and the Google Maps API. He then joined venture capital firm Benchmark Capital as an entrepreneur-in-residence where he founded the social network Friendfeed, Inc. with former Google employee, Jim Norris. Mr. Taylor was the CEO of FriendFeed until August 2009, when Facebook acquired the company, and he was named Chief Technology Officer of Facebook. He was the Chief Technology Officer of Facebook until the summer of 2012, and supervised some of Facebook's newest and most important products, including the creation of the Open Graph, the App Center, and its integration with the Apple App Store. Mr. Taylor is the CEO and co-founder of Quip, Inc. ("Quip"). Quip sold to Salesforce.com, Inc. in August 2016, and Mr. Taylor retained the role of CEO subsequent to the sale. Mr. Taylor attended Stanford University, where he earned his bachelor's degree and a master's degree in computer science.

Specific Qualifications, Attributes, Skills and Experience:

Technology Expertise	Executive experience in established technology organizations such as Google and Facebook, as well as experiences founding new technology companies, through Friendfeed and Quip, provides Mr. Taylor insight into software and Internet-related business development initiatives.
Risk Oversight & Management	Experience as CEO of Quip provides Mr. Taylor experience in the unique challenges facing growing technology companies.

Current Director Not Standing for Re-election: Judy Martz

BOARD AND COMMITTEE GOVERNANCE

Role of the Board of Directors

The principal duties of the Board of Directors is to oversee management and evaluate strategy. The fundamental responsibility of the directors is to exercise their business judgment to act in what they reasonably believe to be the best interest of the Company, and its shareholders. Our governance structure is designed to foster disciplined actions, effective decision-making, and appropriate monitoring of both compliance and performance.

Axon's key governance documents, including our Corporate Governance Guidelines, are available at <http://investor.axon.com/corporate-governance.cfm>.

Board Leadership Structure

The Company's governance documents provide the Board with flexibility to select the appropriate leadership structure for the Company. In making leadership structure determinations, the Board considers many factors, including the specific needs of the business and what is in the best interests of the Company's shareholders. The current leadership structure is anchored by a non-management director as Chairman of the Board. The Board believes this structure provides a very well-functioning and effective balance between strong Company leadership and appropriate safeguards and oversight by independent directors.

- Chairman of the Board: Michael Garnreiter
- Chief Executive Officer: Patrick W. Smith
- Lead Independent Director: Judy Martz (through the Annual Meeting)

The principal role of the Chairman of the Board is to manage and to provide leadership to the Board of Directors of the Company. The Chairman is accountable to the Board and acts as a direct liaison between the Board and the management of the Company, through the CEO. The Chairman acts as the communicator for Board decisions where appropriate. The separation of the role of the Chairman from that of the CEO is based on the Board's view that the Chairman should be free from any interest and any business or other relationship that could interfere with the Chairman's judgment, other than interests resulting from Company shareholdings and remuneration.

In addition, the Company considers it to be useful and appropriate to designate a non-management independent director to serve in a lead capacity to coordinate the activities of the other non-management directors. Among other things, the Lead Independent Director is responsible, along with the Chairman, for setting the agenda for Board meetings with Board and management input, facilitating communication among Directors and between the Board and the CEO, and working with the CEO to provide an appropriate information flow to the Board. The Lead Independent Director is responsible for calling and chairing executive sessions of the independent Directors. The Lead Independent Director and the Chairman are expected to foster a cohesive Board that cooperates with the CEO towards the ultimate goal of creating shareholder value.

The Board conducts an annual evaluation of the performance of the Board and each of its standing committees, including peer assessments of each individual director.

Meetings of the Board of Directors

During the year ended December 31, 2016, the Board held 5 meetings. During 2016, each director attended at least 75% of all regular Board and applicable committee meetings.

Committees of the Board of Directors

The Board of Directors maintains a standing Audit Committee, Compensation Committee, Nominating and Corporate Governance Committee and Litigation Committee. On February 6, 2017, the Company's Board of Directors established the Merger and Acquisition Committee. This committee will serve to focus on issues related to any proposed merger and acquisition activity or plans set forth by the Company's management. The Board elected Messrs. Partovi, Taylor and McBrady as members of the Committee, and a chairman will be elected during 2017. On March 7, 2017, the Company's Board of Directors established the Scientific and Medical Committee to create board linkage with the Company's Scientific and Medical Advisory Board which provides important feedback directly to the Company's management about scientific, medical and electrophysiology issues related to the Company's conducted electrical weapons products. Dr. Mark Kroll and Dr. Richard Carmona will serve as members of the Scientific and Medical Committee, and Dr. Kroll will serve as Chairman. Also on March 7, 2017, the Company's Board of Directors formed the Technology committee to stay abreast of new technology and the impact of new technology on the Company's products.

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and strategy. Hadi Partovi and Bret Taylor will serve as members of the Technology Committee, and Mr. Taylor will serve as Chairman.

The following table summarizes the current membership of our standing non-management Board committees, and identifies the chairman of each committee and the number of committee meetings held in fiscal 2016 :

	Audit Committee	Compensation Committee	Nominating and Corporate Governance Committee	Litigation Committee
Number of Meetings	8	2	5	2
Director				
Michael Garnreiter	*	X	X	X
Hadi Partovi		*	X	
Mark Kroll				X
Judy Martz ⁽¹⁾	X	X	X	*
Richard Carmona	X		*	X
Bret Taylor				
Matthew McBrady ⁽²⁾	X	X		
John S. Caldwell ⁽³⁾				
X = Member				
* = Chairman				

(1) Ms. Martz is not standing for re-election and will leave the Board effective as of the 2017 Annual Meeting of Shareholders.

(2) Mr. McBrady was re-appointed to the board of directors on October 5, 2016. On February 6, 2017, Mr. McBrady was appointed to the Audit Committee, the Compensation Committee and the Merger and Acquisition Committee.

(3) Mr. Caldwell did not stand for re-election and left the Board effective as of the 2016 Annual Meeting of Shareholders.

The Audit Committee, established in accordance with Section 3(a)(58)(A) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), exercises sole authority with respect to the selection of the Company's independent registered public accounting firm and the terms of their engagement; reviews the policies and procedures of the Company and management with respect to maintaining the Company's books and records; reviews with the independent registered public accounting firm, upon the completion of their audit, the results of the auditing engagement and any other recommendations the independent registered public accounting firm may have with respect to the Company's financial, accounting or auditing systems; and reviews with the independent registered public accounting firm, upon the completion of their quarterly review of the Company's financial statements, the results of the quarterly review and any other recommendations the independent registered public accounting firm may have in connection with such quarterly reviews. The Report of the Audit Committee for the year ended December 31, 2016 is included in this proxy statement.

The Compensation Committee determines salaries, stock and bonus awards and considers employment agreements for appointed officers of the Company, and prepares reports on these matters; considers and reviews grants of options and restricted stock units under the Company's compensations plans and administers such plans; and considers matters of director compensation, benefits and other forms of remuneration. The Compensation Committee Report for the year ended December 31, 2016 is included in this proxy statement. See "Compensation Discussion and Analysis" for more information regarding the Compensation Committee.

The NCG Committee is charged with identifying qualified candidates for nomination for election to the Board and nominating such candidates for election; and reviewing and making recommendation to the Board concerning the composition and size of the Board and its committees. The Committee also monitors the process to assess the Board's effectiveness and is primarily responsible for oversight of corporate governance, and to develop and update our corporate governance principles.

The Litigation Committee is responsible for reviewing and approving the settlement of certain litigation matters against the Company or its officers and directors to ensure the settlement is fair, reasonable and in the best interests of the Company's shareholders. No member of the Litigation Committee was a named party in any pending litigation involving the Company.

The Audit Committee, Compensation Committee and the Nominating and Corporate Governance Committee have each adopted charters that govern their respective authority, responsibilities and operation. The charters of these committees are available on our website at <http://investor.axon.com/documents.cfm>.

Audit Committee Financial Experts

The Board of Directors has determined that Messrs. Garnreiter and McBrady, independent directors of the Company, are audit committee financial experts within the meaning of that term under applicable rules promulgated by the SEC. Information about the past business and educational experience of Messrs. Garnreiter and McBrady are included in this proxy statement under the heading "Governance--The Board of Directors." The Board has also determined that each current member of the Audit Committee is financially literate and that Messrs. Garnreiter and McBrady satisfy the financial sophistication requirements under the current listing standards of NASDAQ.

Director Independence

As of the date of this proxy statement, based upon the information submitted by each of its directors, the Board has made a determination that a majority of our current Board is independent as that term is defined by NASDAQ listing standards and that all of the members of our Board committees also meet any additional specific independence standards applicable to any committee on which such director serves, including the more stringent audit committee and compensation committee independence committee criteria. The following directors are currently deemed independent by the Board: Michael Garnreiter, Judy Martz, Richard Carmona, Hadi Partovi, Bret Taylor and Matthew McBrady. Each of these directors is also a "non-employee director" (within the meaning of Rule 16b-3 under the Exchange Act) and all are "outside directors" within the meaning of Section 162(m) of the Internal Revenue Code and related Treasury Regulations. Mr. Taylor is the Chief Executive Officer of Quip, Inc., and in the ordinary course of business, the Company enters into commercial dealings with Quip, Inc. that the Company considers arms-length. The Company does not believe that Mr. Taylor has a material direct or indirect interest in any of such commercial dealings.

Patrick W. Smith is not independent because he is an executive officer of the Company, and Mark Kroll is not independent because he provides services to the Company (see "Certain Relationships and Related Transactions – Consulting Services").

Board of Directors' Role in Risk Oversight

The Company's risk management process is intended to ensure that risks are taken knowingly and purposefully. As such, the Company's executive management keeps the Board apprised by presenting results of the process to identify, assess, prioritize and address strategic, financial, operating, business, compliance, litigation, regulatory, safety, reputational and other risks to the Company. Executive management meets with the Board on a quarterly basis to address high priority risks and on an as-needed basis to evaluate and monitor emerging risks.

Code of Ethics

The Company has adopted a Code of Ethics which is applicable to all employees, directors and consultants of the Company. A copy of the Company's Code of Ethics is published and available on the investors portion of Company's website at <http://investor.axon.com/documents.cfm>. The Company intends to disclose any future amendments or waivers to the Code of Ethics on the Company's website within four business days following the date of such amendment or waiver, unless required by NASDAQ rules to disclose such event on Form 8-K.

Director Attendance at Annual Meetings of Shareholders

Directors are encouraged by the Company to attend each annual meeting of shareholders if their schedules permit. All of our directors attended the 2016 Annual Meeting of Shareholders, and a majority of the directors are expected to be in attendance at the 2017 Annual Meeting of Shareholders.

Shareholder Communications with Directors

Shareholders may communicate with members of the Board by mail addressed to the Chairman, or any other individual member of the Board, to the full Board, or to a particular committee of the Board. In each case, such correspondence should be sent to the Company's headquarters at 17800 North 85 th Street, Scottsdale, AZ 85255. In general, any shareholder communication about bona fide issues concerning the Company delivered to the Secretary for forwarding to the Board of specified member or members will be forwarded in accordance with the shareholder's instructions.

DIRECTOR COMPENSATION

Members of the Board who are employees of the Company are not separately compensated for serving on the Board. Board compensation is reviewed periodically. Non-employee directors of the Company are paid \$8,750 per quarter and are eligible to receive grants of restricted stock units ("RSUs") of the Company's stock with a grant date fair value equal to \$80,000 vesting in equal annual installments over three years. New Board members are eligible to receive an initial grant of the Company's stock with a grant date fair value equal to \$100,000 in their first year of service vesting in equal annual installments over four years. The Chairman of the Board receives an additional \$3,750 per quarter. Board members that provide any special Board advisory consultations in their official capacity as a Board member (other than Board and committee meetings) are paid compensation at the rate of \$2,500 per day or \$1,250 per half day, with no pay for travel days. All directors are reimbursed for reasonable expense incurred in connection with their attendance at meetings.

In addition, board members serving on committees in either the chairman or member capacity earn extra fees as summarized in the following table:

Committee	Quarterly Chairman Fee	Quarterly Member Fee
Audit	\$ 3,750	\$ 1,875
Compensation	2,500	1,250
Nominating and Corporate Governance	1,500	750
Litigation	1,500	750

The annual RSU awards typically are granted on the date of the Company's annual shareholder's meeting. Directors have the option of deferring all or a portion of their cash compensation into a non-qualified deferred compensation plan.

The following table summarizes the compensation paid to non-employee directors for the fiscal year ended December 31, 2016 .

Name	Fees Earned or Paid in Cash (\$)	Stock Awards (\$ (1)	All Other Compensation (\$ (2) (3)	Total (\$)
Michael Garnreiter	\$ 76,000	\$ 80,000	\$ —	\$ 156,000
Hadi Partovi	56,250	80,000	—	136,250
Mark W. Kroll	47,500	80,000	139,225	266,725
Judy Martz	56,500	80,000	—	136,500
Richard H. Carmona	51,500	80,000	—	131,500
Bret Taylor	35,000	80,000	—	115,000
Matthew McBrady	10,625	100,000	—	110,625
John S. Caldwell ⁽⁴⁾	28,720	—	—	28,720

⁽¹⁾ Amounts in this column represent the aggregate grant date fair value of RSUs, computed in accordance with stock-based compensation accounting rules (ASC Topic 718). The fair value of each RSU is the closing price of our common stock on the date of grant. Each non-employee director with the exception of Dr. McBrady received an award of 3,633 RSUs on May 26, 2016. The awards vest in three equal installments on May 31, 2017, 2018 and 2019. Dr. McBrady received an initial grant of 4,310 RSUs in conjunction with his appointment to the Board of Directors on October 5, 2016. The award will vest in four equal installments on October 5, 2017, 2018, 2019 and 2020. Pursuant to SEC regulations, the amounts shown exclude the impact of estimated forfeitures related to service-based vesting conditions.

The following table shows equity-based awards granted in 2016 , as well as the aggregate number of outstanding RSUs and options outstanding as of December 31, 2016 . Prior to 2012, when the Company transitioned to the use of restricted stock units, non-employee directors received grants of options to acquire common stock under certain of the Company's stock compensation plans.

Name	2016 Stock-based Awards			As of December 31, 2016	
	Restricted Stock Units Granted	Grant Date	Grant Date Fair Value (\$)	Aggregate Restricted Stock Units Outstanding	Aggregate Options Outstanding
Michael Garnreiter	3,633	5/26/2016	\$ 80,000	7,322	—
Hadi Partovi	3,633	5/26/2016	80,000	7,322	58,171
Mark W. Kroll	3,633	5/26/2016	80,000	7,322	—
Judy Martz	3,633	5/26/2016	80,000	7,322	40,894
Richard H. Carmona	3,633	5/26/2016	80,000	7,322	106,124
Bret Taylor	3,633	5/26/2016	80,000	8,974	—
Matthew McBrady	4,310	10/5/2016	100,000	4,310	—

(2) Other compensation for Dr. Kroll represents fees for consulting services provided. See “Certain Relationships and Related Transactions – Consulting Services” below.

(3) Non-employee directors have the option of participating in the non-qualified deferred compensation plan through which participants may elect to postpone the receipt and taxation of a portion of their compensation. All gains or losses are allocated fully to plan participants and the Company does not guarantee a rate of return on deferred balances. The Company does not make discretionary payments to the plan, but does make restorative 401(k) match contributions. There were no above-market returns for participants in the plan. Dr. Kroll participates in the Company's deferred compensation plan, and elected to defer \$28,500 of earned compensation into the plan during the year ended December 31, 2016.

(4) Mr. Caldwell did not stand for re-election and left the Board effective as of the 2016 Annual Meeting. Amounts represent fees paid to Mr. Caldwell for meetings attended through May 2016.

2017 Director Compensation

Effective June 1, 2017, non-employee directors of the Company will be paid \$9,000 per quarter and are eligible to receive grants of RSUs of the Company's stock with a grant date fair value equal to \$160,000 vesting in equal annual installments over three years. New Board members are eligible to receive an initial grant of the Company's stock with a grant date fair value equal to \$160,000 in their first year of service vesting in equal annual installments over three years. The Chairman of the Board receives an additional \$5,000 in cash per quarter and RSUs of the Company's stock with a grant date fair value equal to \$20,000 vesting over one year. Board members that provide any special Board advisory consultations in their official capacity as a Board member (other than Board and committee meetings) are paid compensation at the rate of \$2,500 per day or \$1,250 per half day, with no pay for travel days. All directors are reimbursed for reasonable expense incurred in connection with their attendance at meetings.

In addition, board members serving on committees in either the chairman or member capacity earn extra fees as summarized in the following table:

Committee	Quarterly Chairman Fee	Quarterly Member Fee
Audit	\$ 5,000	\$ 2,500
Compensation	2,500	1,500
Nominating and Corporate Governance	2,250	1,250
Litigation	1,500	750
Merger and Acquisition	2,500	1,500
Science and Medical	6,000	2,500
Technology	2,500	1,500

Axon Enterprise, Inc.

Protect Life.

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Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax: (978) 286-8659

George Larosa
(516) 573-5190
(516) 573-7117
glarosa@pdcn.org



Quotation

Quote: Q-109445-7
Date: 5/17/2017 10:24 AM
Quote Expiration: 6/5/2017
Contract Start Date*: 4/3/2017
Contract Term: 1 year

AX Account Number:
106218

Bill To:
Nassau County Police Dept. - NY
1490 FRANKLIN AVE.
MINEOLA, NY 11501
US

Ship To:
George Larosa
Nassau County Police Dept. - NY
1490 FRANKLIN AVE.
MINEOLA, NY 11501
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Mark Swenson	(917) 576-1096	mark@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Hardware

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
200	11003	HANDLE, YELLOW, CLASS III, X26P	USD 975.62	USD 195,124.00	USD 0.00	USD 195,124.00
200	22011	APPM, BATTERY PACK, AUTO SHUT OFF, X2/X26P	USD 71.39	USD 14,278.00	USD 0.00	USD 14,278.00
500	44203	CARTRIDGE - 25' HYBRID	USD 29.65	USD 14,825.00	USD 0.00	USD 14,825.00
170	11501	HOLSTER, BLACKHAWK, RIGHT, X26P	USD 57.72	USD 9,812.40	USD 0.00	USD 9,812.40
30	11504	HOLSTER, BLACKHAWK, LEFT, X26P	USD 57.72	USD 1,731.60	USD 0.00	USD 1,731.60
Hardware Total Before Discounts:						USD 235,771.00
Hardware Net Amount Due:						USD 235,771.00
Grand Total						USD 235,771.00

Budgetary quote only for 2018 only not a valid quote Added 3.55 which his typical yearly increase

Axon Enterprise, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and Axon's Master Services and Purchasing Agreement posted at www.axon.com/legal. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: _____

Date: _____

Name (Print): _____

Title: _____

PO# (if needed): _____

Quote: Q-109445-7

Please sign and email to Mark Swenson at mark@taser.com or fax to (978) 286-8659

THANK YOU FOR YOUR BUSINESS!

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17800 N. 85th St., Scottsdale, Arizona 85255 * 480-991-0797 * Fax 480-991-0791 * www.axon.com

April 5, 2017

To: United States state, local and municipal law enforcement agencies

Re: Sole Source Letter for Axon Enterprise, Inc.'s TASER Conducted Electrical Weapons

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor of all TASER brand products in the States of AR, CT, DE, FL, GA, HI, IA, IL, IN, KS, LA, MA, MD, ME, MI, MN, MO, MS, NC, ND, NE, NH, NJ, NY, OK, OR, PA, RI, SC, SD, TX, VA, VI, VT, WI, WV, and the District of Columbia and Guam.

TASER CEW Descriptions

X2 CEW

- Multiple-shot CEW
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately 5 seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER Smart Cartridges only

X26P CEW

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.

- Compatible with TASER standard series cartridges

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

TASER Brand CEW Model Numbers

1. Conducted Electrical Weapons (CEWs):
 - TASER X2 Models: 22002 and 22003
 - TASER X26P Models: 11002 and 11003
2. Optional Extended Warranties for CEWs:
 - X2 - 4-year extended warranty, item number 22014
 - X26P - 2-year extended warranty, item number 11008
 - X26P - 4-year extended warranty, item number 11004
3. TASER standard cartridges (compatible with the X26P; required for this CEW to function in the probe deployment mode):
 - 15-foot Model: 34200
 - 21-foot Model: 44200
 - 21-foot non-conductive Model: 44205
 - 25-foot Model: 44203
 - 35-foot Model: 44206
4. TASER Smart cartridges (compatible with the X2; required for this CEW to function in the probe deployment mode):
 - 15-foot Model: 22150
 - 25-foot Model: 22151
 - 25-foot inert simulation Model: 22155
 - 25-foot non-conductive Model: 22157
 - 35-foot Model: 22152
5. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 CEWs.
 - TASER CAM HD replacement battery Model: 26764
 - TASER CAM HD Download Kit Model: 26762
 - TASER CAM HD optional 4-year extended warranty, item number 26763
6. Power Modules (Battery Packs) for X26P and X2 CEWs:
 - Performance Power Magazine (PPM) Model: 22010
 - Tactical Performance Power Magazine (TPPM) Model: 22012
 - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
 - eXtended Performance Power Magazine (XPPM) Model: 11010
 - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
 - Axon Signal Performance Power Magazine (SPPM) Model: 70116
7. TASER Dataport Download Kits:
 - Dataport Download Kit for the X2 and X26P Model: 22013
8. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
9. Conductive Target front Model 80000 and Conductive Target back, Model 80001

10. CEW Holsters:

- Right-hand X2 holster by BLACKHAWK Model: 22501
- Left-hand X2 holster by BLACKHAWK Model: 22504
- Right-hand X26P holster by BLACKHAWK Model: 11501
- Left-hand X26P holster by BLACKHAWK Model: 11504

11. TASER Simulation Suit II Model 44550

TASER Product Packages

1. Officer Safety Plan: includes a CEW, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.
2. TASER Assurance Plan (TAP): Hardware extended warranty coverage, Spare Products, and Upgrade Models available for the X2 and X26P CEWs, and the TASER CAM HD recorder. (The TAP is available only through Axon Enterprise, Inc.)
3. TASER 60: Pay for X2 and X26P CEWs and Spare Products in installments over 5 years.

SOLE AUTHORIZED DISTRIBUTOR FOR TASER BRAND CEW PRODUCTS Choose an item.	SOLE AUTHORIZED REPAIR FACILITY FOR TASER BRAND CEW PRODUCTS
Axon Enterprise, Inc. 17800 N. 85 th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791	Axon Enterprise, Inc. 17800 N. 85 th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,



Josh Isner
Executive Vice President, North American Sales
Axon Enterprise, Inc.

BLACKHAWK! is a trademark of the Blackhawk Products Group.

The 'Delta Axon' logo, Axon, Axon Signal, Evidence.com, Smart Cartridge, TASER CAM, Trilogy, X2, X26P, TASER, and the 'Bolt within Circle' logo are trademarks of Axon Enterprise, Inc., some of which are trademarks in the US and other countries. For more information visit www.axon.com/legal. All rights reserved. © 2017 Axon Enterprise, Inc.

REQUISITION

RQPD17000059 16/MAR/2017

VENDOR:
TASER INTERNATIONAL INC.
17800 N. 85TH ST

SCOTTSDALE AZ 85255

TEL: (800)978-2737

FAX: (480)991-0791

REQUISITIONER:
FD POLICE DEPARTMENT
FIREARMS TRAINING
WIER STREET
HEMPSTEAD NY 11550
REGIS/PA4/1573/3573-210,419
TEL: (516)573-5190
FAX: () -

ITEM	DESCRIPTION	QTY	U/M	UNIT COST	TOTAL
001	680-50 STUN GUNS (NONLETHAL)	200.00	EA	975.6200	195,124.00
TASER, X26P, CLASS III, YELLOW HANDLE, ITEM 11003, WITH THIS AMOUNT COMES CFW FULL SERVICE WITH INSTRUCTOR TRAINING AT NO CHARGE					
002	680-50 STUN GUNS (NONLETHAL)	200.00	EA	71.3900	14,278.00
TASER APFM BATTERY, AUTO SHOT OFF, X2/X26P, ITEM 22011					
003	680-12 POLICE BELTS/HOLSTERS/CASES/SCABBARDS	170.00	EA	57.7200	9,812.40
BLACKHAWK TASER HOLSTER, RIGHT HAND, X26P, ITEM 11501					
004	680-12 POLICE BELTS/HOLSTERS/CASES/SCABBARDS	30.00	EA	57.7200	1,731.60
BLACKHAWK TASER HOLSTER, LEFT HAND, X26P, ITEM 11504					
005	680-04 AMMUNITION	500.00	EA	29.6500	14,825.00
TASER CARTRIDGE, 25' HYBRID, ITEM 44203					

ESTIMATED TOTAL: 235,771.00

Emmalee ok
Lynn
3/16/17
emailed
ht
3/16/17

REQUISITION

RQPD17000959 16/MAR/2017

VENDOR:

TASER INTERNATIONAL INC.
17800 N. 85TH ST

SCOTTSDALE AZ 85255

TEL: (800)978-2727
FAX: (480)991-0791

REQUISITIONER:

PD POLICE DEPARTMENT
FIREARMS TRAINING
WIER STREET

HEMPSTEAD NY 11550
BEGIS/PA4/1573/2573-210,419
TEL: (516)573-5190
FAX: ()

PCHL9100
LINK TO:

ADVANCED PURCHASING/INVENTORY
ELECTRONIC NOTE PAD

03/16/2017 9:11 AM
PAGE 01 OF 01

REQ HEADER ENT 2100

1. TASER ARE TO BE ISSUED TO NASSAU COUNTY POLICE PERSONNEL.
2. TASER TRAINING IS IN PROGRESS AND THESE ARE NEEDED NOW.
3. NONE KNOWN.
4. TO SUPPLY DEPARTMENT PERSONNEL.
5. NONE KNOWN.
6. THERE IS A 50.00 DISCOUNT ON THE FULL ORDER OF 800. SAVING 40,000.00
THERE IS A 18,112.50 SAVING ON TRAINING WITH THE FULL ORDER.

F1-HELP F4-AUDIT
F9-LINK F10-SAVE
INQUIRY COMPLETE

F5-TOP
F11-INS PAGE

F6 COPY
F12-DEL PAGE

F7-PR PAGE
ENTER-INQUIRE

F8-NX PAGE
CL-EXIT



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/17/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Phoenix AZ Office 2555 East Camelback Rd. Suite 700 Phoenix AZ 85016 USA		CONTACT NAME: PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No.): (800) 363-0105 E-MAIL ADDRESS:	
INSURED Axon Enterprise, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA		INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company NAIC # 19437 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

Holder Identifier :

Certificate No : 570066471992

COVERAGES **CERTIFICATE NUMBER: 570066471992** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			028182385	12/15/2016	12/15/2017	EACH OCCURRENCE \$10,000,000
A	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR			GL - Claims Made			DAMAGE TO RENTED PREMISES (Ea occurrence) Excluded
	<input checked="" type="checkbox"/> Claims Made Policy for ECD Taser Only			021391643	12/15/2016	12/15/2017	MED EXP (Any one person) Excluded
	<input checked="" type="checkbox"/> Occurrence Policy for Non-ECD			GL - Occurrence			PERSONAL & ADV INJURY Included
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$10,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$10,000,000
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE
							E.L. DISEASE-POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability Occurrence policy and the Claims Made policy share the limit. County of Nassau is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDERNassau County
One West Street
Mineola NY 11501 USA**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West Inc



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/17/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Phoenix AZ Office 2555 East Camelback Rd. Suite 700 Phoenix AZ 85016 USA		CONTACT NAME: PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No.): (800) 363-0105 E-MAIL ADDRESS:	
INSURED Axon Enterprise, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA		INSURER(S) AFFORDING COVERAGE INSURER A: Twin City Fire Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 29459	

COVERAGES **CERTIFICATE NUMBER: 570066471977** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	59WEPE1196	09/11/2016	09/11/2017	X PER STATUTE E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Nassau County One West Street Mineola NY 11501 USA
--

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier :

Certificate No : 570066471977



Contract ID#: CQCC17000012



Department: N.C. Sheriff's Department

E-154-17

Contract DetailsSERVICES: Comprehensive Inmate Health Care ServicesNIFS ID # CQCC17000012 NIFS Entry Date: 6/20/17 Term: 9/1/17 - 8/31/19

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Amendment <input type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES#		

Agency Information

Vendor		County Department
Name Nassau Health Care Corporation	Vendor ID# 11-3465690	Department Contact Narda Hall
Address 2201 Hempstead Turnpike East Meadow, NY 11554	Contact Person Dr. Victor F. Politi	Address Nassau County Correctional Center 100 Carmen Ave. East Meadow, New York 11554
	Phone (516) 572-6011	Phone (516) 572-3810

Routing Slip

DATE	DEPARTMENT	Initials/Verification	SIGNATURE	Leg. Approval Required
6/20/17	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	<i>[Signature]</i>	
	OMB	NIFS Approval <input type="checkbox"/>	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
6/20/17	County Attorney *	CA RE&I Verification <input checked="" type="checkbox"/>	<i>[Signature]</i>	
6/20/17	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	LEG	Legislative Affairs <input type="checkbox"/> Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		
	County Attorney	NIFS Approval <input type="checkbox"/>		
	County Comptroller	NIFS Approval <input type="checkbox"/>		
6/20/17	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	<i>[Signature]</i>	

*To follow



Contract Summary

Description: Contract for comprehensive inmate health care services.

Purpose: This is a contract for the provision of medical, mental health, dental and ancillary services to inmates in the custody of the Nassau County Sheriff's Department and/or incarcerated at the Nassau County Correctional Center. The contract, with Nassau Health Care Corporation ("NHCC"), through its acute care division, Nassau University Medical Center ("NUMC"), represents a shift from the "for-profit" delivery model to a more traditional public delivery of services, using civil service employees who are CSEA members. The proposed contract with NHCC (the "Contract") is the next step in the transition of inmate healthcare from Armor Correctional Medical & Health Services of New York, Inc. ("Armor"). The County's contract with Armor terminates no later than August 31, 2017 pursuant to the terms of Amendment No. 3 to the Armor contract, which amendment was approved by the Rules Committee on May 22, 2017 by Resolution No. 180-2017.

Method of Procurement: NHCC is a "preferred provider" of healthcare services pursuant to Successor Agreement dated as of November 1, 2007 by and between the County and NHCC.

Procurement History: The Contract follows two RFP solicitations that resulted in no contract awards for the inmate healthcare services: One issued in August of 2016; and one issued in February of 2017.

Description of General Provisions: NHCC, through NUMC or other third-party providers, will be responsible for providing medical, mental health, dental and ancillary services to inmates incarcerated at the Nassau County Correctional Center (the "Jail"), including operating an on-site infirmary and making appropriate referrals for hospital admissions, emergency room visits and offsite services not available at the Jail.

Impact on Funding / Price Analysis: Under the Contract, the County will pay all actual costs associated with the provision of healthcare services at the Jail, including personnel salaries, fringe benefits, supplies, contracts, insurance policies, licensing fees and all other costs associated with the provision of services at the Jail. The County will also pay NHCC an administrative fee in an amount equal to the greater of \$3 million or 16.7% of the annual total cost associated with the provision of services at the Jail. The County will make a monthly payment to NUMC in the amount of \$1.5 million plus 1/12 of an estimated \$3 million administrative fee, subject to quarterly reconciliation to actual costs. There is a provision in the Contract requiring the County to pay four (4) monthly payments in advance upon execution of the Contract as NUMC cannot afford to finance healthcare without such payments.

With respect to healthcare services delivered outside of the Jail as currently occurs, and in addition to the costs described in the previous paragraph for healthcare services at the Jail, the Contract provides that the County will be responsible to pay, and NHCC will bill separately for, (i) Hospital-based healthcare services provided at NUMC or any other NHCC facilities; (ii) Ancillary Services by third-party providers, such as laboratory, pathology, radiology and other diagnostic and monitoring services, as well as optometry, pharmacy, and medical waste removal; (iii) service contracts; and (iv) licensing fees.

In addition, as currently exists, the County is responsible for maintaining the Jail facility in good repair and condition, including a commitment of capital funds, currently estimated at \$12,260,000, for equipment and construction related to updating: laboratory equipment, digital radiology equipment, digital dental equipment, MRI, pharmacy storage and equipment, dialysis equipment, optometric and ophthalmological equipment; extension of the NUMC 7th floor prisoner mental health area from three rooms to six rooms, including telemetry and security monitoring equipment, plus two isolation rooms; Electronic Health Records system and interfaces, including the costs of implementation of systems and conversion of records to electronic form; and other necessary medical equipment.

The County indemnifies NHCC for liability arising out of NHCC's delivery of healthcare services at the Jail, and County will obtain an insurance policy for same.

Recommendation: Approve as submitted.

Advisement Information

Contract ID#: CQCC17



Department: N.C. Sheriff's Department

BUDGET CODES	
Fund:	GEN
Control:	10
Resp:	1320
Object:	DE
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	
County	\$7,000,000.
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$7,000,000.

LINE	INDEVELOPMENT CODE	AMOUNT
1	CCGEN1320	\$7,000,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$7,000,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

I certify that this document was accepted into NIFS.		I certify that an unnumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name <i>[Signature]</i>	
Name		Name		Date <i>6/20/17</i>	
Date		Date		(For Office Use Only)	
				E #:	



Nassau County Interim Finance Authority

Contract Approval Request Form

(As of March 2017)

1. Vendor: Nassau Health Care Corporation

2. Dollar amount requiring NIFA approval: \$ 42 million

Amount to be encumbered: \$ 7 million

This is a ☒ New Contract ☐ Advisement ☐ Amendment

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 9/1/2017-8/31/2019

Has work or services on this contract commenced? ☐ Yes ☒ No

If yes, please explain: _____

4. Funding Source:

<input checked="" type="checkbox"/> General Fund (GEN)	<input type="checkbox"/> Grant Fund (GRT)
<input type="checkbox"/> Capital Improvement Fund (CAP)	Federal % <input type="text"/>
<input type="checkbox"/> Other	State % <input type="text"/>
	County % <u>100</u>

Is the cash available for the full amount of the contract? ☒ Yes ☐ No
If not, will it require a future borrowing? ☐ Yes ☐ No

Has the County Legislature approved the borrowing? ☐ Yes ☐ No

Has NIFA approved the borrowing for this contract? ☐ Yes ☐ No

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This is a contract for the provision of medical, mental health, dental and ancillary services to inmates in the custody of the Nassau County Sheriff's Department and/or incarcerated at the Nassau County Correctional Center. The contract, with Nassau Health Care Corporation ("NHCC"), through its acute care division, Nassau University Medical Center ("NUMC"), represents a shift from the "for-profit" delivery model to a more traditional public delivery of services, using civil service employees who are CSEA members.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Nassau County Committee and/or Legislature	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Roseann Ball 6/20/17
Signature Title Date

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

____ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

____ I certify that the bonding for this contract has been approved by NIFA.

____ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Payment is not guaranteed for any work commenced prior to this approval.

Signature Title Date

Print Name

NOTE: All contract submissions **MUST** include the County's own routing slip, relevant Nassau County Legislature communication documents and relevant supplemental information as specified in the NIFA Contract Guidelines that pertain to the items requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review. NIFA reserves the right to request additional information as needed.

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Nassau Health Care Corporation

CONTRACTOR ADDRESS: 2201 Hempstead Turnpike, East Meadow, NY 11554

FEDERAL TAX ID #: 11-3465690

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☒ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☒ B. The Contract follows two RFP solicitations that resulted in no contract awards for inmate healthcare services: One issued in August of 2016; and one issued in February of 2017. NHCC is a "preferred provider" of healthcare services pursuant to the Successor Agreement dated as of November 1, 2007 by and between the County and NHCC.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ D. Pursuant to General Municipal Law₂ Section 119-o, the department is purchasing the services

required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☒ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☐ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41*, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors-and-employees indicates that the contractor would not be considered an employee for federal tax purposes.


Department Head Signature


Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

RULES RESOLUTION NO. – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE COUNTY
SHERIFF'S DEPARTMENT, AND NASSAU HEALTH CARE
CORPORATION

WHEREAS, the County has negotiated a personal services agreement with Nassau Health Care Corporation for the provision of medical, mental health, dental and ancillary services to inmates in the custody of the Nassau County Sheriff's Department and/or incarcerated at the Nassau County Correctional Center, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the agreement with the Nassau Health Care Corporation



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

Yes

OFFICER MADE A \$100.00 CONTRIBUTION TO THIS.

Friends of Ed Mangano

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 6/19/17

Vendor: Nassau Transit Corp.

Signed: [Signature]

Print Name: John A. Mangano

Title: VVP / PRO



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

None

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated:

6/20/17

Vendor:

Signed:

Print Name:

Title:

[Signature]

Michael Mirotsnik

Chairman Bel Nuteath/NUMC

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Michael B. Mirotznik, Esq.
Date of birth 1/20/1966
Home address 2995 Judith Drive South
City/state/zip Bellmore, NY 11710
Business address Mirotznik and Associates, LLC 2115 Hempstead Tpke
City/state/zip East Meadow, NY 11554
Telephone (516) 794-8827
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____

2. Positions held in submitting business and starting date of each (check all applicable)

President ____/____/____ Treasurer ____/____/____
Chairman of Board 4/3/2014 Shareholder ____/____/____
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President ____/____/____
(Other) _____

3. Do you have an equity interest in the business submitting the questionnaire?
YES ____ NO X If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ____
If Yes, provide details.

From April 2014 through December 17, 2014, I was Chairman of the Board of Nassau Health Care Foundation, Inc., a NY not-for-profit corporation.
For the past three years, I have been the Managing Member of Mirotznik and Associates, LLC a NY Limited liability corporation.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ____ NO ☒
 If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ____ NO ☒ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ☒ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO ☒ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO ☒ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ☒ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Michael B. Mroznik, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 20th day of June 2017

Concetta A. Petrucci
Notary Public

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01PE0259026
Qualified in Nassau County
Commission Expires April 02, 2020

Nassau Health Care Corporation
Name of submitting business

Michael B. Mroznik
Print name

Chairman of the Board
Signature
Title

6, 20, 17
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name John P. Maher, MPH
 Date of birth 1/13/1950
 Home address 140 Old Country Road
 City/state/zip Mineola NY 11501
 Business address NHCC, 2201 Hempstead Tpke, 19th Floor
 City/state/zip East Meadow, NY 11554
 Telephone (516) 572-6711
 Other present address(es) _____
 City/state/zip _____
 Telephone _____
 List of other addresses and telephone numbers attached _____

2. Positions held in submitting business and starting date of each (check all applicable)

President ___/___/___ Treasurer ___/___/___
 Chairman of Board ___/___/___ Shareholder ___/___/___
 Chief Exec. Officer ___/___/___ Secretary ___/___/___
 Chief Financial Officer 1/1/2012 Partner ___/___/___
 Vice President 1/1/2012 ___/___/___
 (Other) _____

3. Do you have an equity interest in the business submitting the questionnaire?
 YES ___ NO X If Yes, provide details.
 4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO X If Yes, provide details.
 5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ___; If Yes, provide details.

Please see attached Supplement.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES X NO ____
If Yes, provide details. *please see attached supplement*

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES ____ NO X If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO X If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO X If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

Nassau Health Care Corporation ("NHCC")

Principal Questionnaire Form supplement for John P. Maher, MPH

***Nassau Health Care Corporation ("NHCC") is a public benefit corporation created pursuant to Public Authorities Law 3401, *et. seq.*, and as such, has no shareholders/principals.

5) Principal owner or corporate officer of any business or not-for-profit organization other than NHCC in the past 3 years:

From January 2012 through March 19, 2015, I was Treasurer of Nassau Health Care Foundation, Inc., a New York Not-For-Profit Corporation. I resigned my position on March 19, 2015.

Since 2015, I have served as a Member of the Board of Managers of Nassau Queens Performing Provider System, LLC ("NQP"), the entity that is implementing the New York State Delivery System Reform Incentive Payment Program (DSRIP) in Nassau County and a portion of Queens.

Since June 2012, I have served as a Director of NHCC, Ltd., organized under the Companies Law of Cayman Islands.

6) Businesses and organizations listed in #5 above that have contracts with governmental entities:

Nassau Health Care Foundation, Inc. (New York Not-For-Profit Corporation) has had a continuous contract with NHCC to provide services to NHCC.

Nassau Queens Performing Provider System, LLC ("NQP") is the entity that is implementing the New York State Delivery System Incentive Payment Program (DSRIP) in Nassau County and a portion of Queens, and has contracts with New York State.

NHCC, Ltd., organized under the Companies Law of Cayman Islands, is the malpractice insurance carrier for NHCC.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Joseph P. Maitan, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 19th day of June 2017

Meg C Ryan
Notary Public

MEGAN C. RYAN
Notary Public, State of New York
No. 02RY6142488
Qualified in Nassau County
Commission Expires Mar 28, 2018

May 28, 2018

Nassau Healthcare Plan Corp
Name of submitting business

Joseph P. Maitan
Print name

[Signature]
Signature

CEO / CFO
Title

06 / 19 / 2017
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Victor F. Politi, MD, FACP, FACEP
Date of birth 7 / 15 / 57
Home address 2787 Lee Place
City/state/zip Bellmore, NY 11710
Business address NHCC, 2201 Hempstead Turnpike, 19th Floor
City/state/zip East Meadow NY 11554
Telephone (516) 572.0123
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____

2. Positions held in submitting business and starting date of each (check all applicable)

President 2 / 8 / 14 Treasurer _____
Chairman of Board _____ Shareholder _____
Chief Exec. Officer 2 / 8 / 14 Secretary _____
Chief Financial Officer _____ Partner _____
Vice President _____
(Other) _____

3. Do you have an equity interest in the business submitting the questionnaire?
YES _____ NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES _____ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO _____
If Yes, provide details. Please See Attached Supplement

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ☒ NO ☐
If Yes, provide details. *see attached*

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ☐ NO ☒ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ☐ NO ☒ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ☐ NO ☒ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ☐ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a. Is there any felony charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
 - b. Is there any misdemeanor charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
 - c. Is there any administrative charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
 - d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ☐ NO ☒ If Yes, provide details for each such conviction.

Nassau Health Care Corporation ("NHCC")

Principal Questionnaire Form supplement for Victor F. Politi, MD

***Nassau Health Care Corporation ("NHCC") is a public benefit corporation created pursuant to Public Authorities Law 3401, *et. seq.*, and as such, has no shareholders/principals.

5) Principal owner or corporate officer of any business or not-for-profit organization other than NHCC:

From July 2013 through March 19, 2015, I was Chairman & President of Nassau Health Care Foundation, Inc., a New York Not-For-Profit Corporation. I resigned my position on March 19, 2015.

Since 2015, I have served as a Member of the Board of Managers and President of Nassau Queens Performing Provider System, LLC ("NQP"), the entity that is implementing the New York State Delivery System Reform Incentive Payment Program (DSRIP) in Nassau County and a portion of Queens.

Since 2013, I have served as the President & CEO of Politi Consulting, Inc...

Since February 2014, I have served as a Director and have chaired the Director's meetings of NHCC, Ltd., organized under the Companies Law of Cayman Islands.

From September 2011 through February 2014, I was the Deputy County Executive for Public Safety for the County of Nassau. I resigned that position to take my current position as President & Chief Executive of Nassau Health Care Corporation.

January 2017 – Present, NYCOMEC – New York College of Osteopathic Medicine, Education Consortium, and Member Board of Directors.

6) Businesses and organizations listed in //5 above that have contracts with governmental entities:

Nassau Health Care Foundation, Inc. (New York Not-For-Profit Corporation) has had a continuous contract with NHCC to provide services to NHCC.

Nassau Queens Performing Provider System, LLC ("NQP") is the entity that is implementing the New York State Delivery System Incentive Payment Program (DSRIP) in Nassau County and a portion of Queens, and has contracts with New York State.

NHCC, Ltd., organized under the Companies Law of Cayman Islands, is the malpractice insurance carrier for NHCC.

January 2017 – Present, NYCOMEC – New York College of Osteopathic Medicine, Education Consortium, and Member Board of Directors.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ☒ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Victor F. Polit, MD, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 19th day of June 2017

Megan C. Ryan
Notary Public

MEGAN C. RYAN
Notary Public, State of New York
No. 02RY6142488
Qualified in Nassau County
Commission Expires ~~Mar. 20, 2020~~

5/26/18

Nassau Health Care Corporation
Name of submitting business

Victor F. Polit, MD
Print name

[Signature]
Signature

President & CEO
Title

6, 19, 2017
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable."
No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: June 19, 2017

- 1) Proposer's Legal Name: Nassau Health Care Corporation
2) Address of Place of Business: 2201 Hempstead Tpk, East Meadow NY 11554

List all other business addresses used within last five years:

3) Mailing Address (if different): —

Phone (516) 572-6062

Does the business own or rent its facilities? OWN

4) Dun and Bradstreet number: 01-112-5825

5) Federal I.D. Number: 11-3465690

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership
Corporation ☒ Other (Describe) NYS Public Benefit Corporation created

pursuant to NYS Public Authorities Law § 3401 et. seq.
7) Does this business share office space, staff, or equipment expenses with any other business?

Yes ☐ No ☒ If Yes, please provide details: —

8) Does this business control one or more other businesses? Yes ☒ No ☐ If Yes, please provide details: Nassau Health Care Corporation ("NHCC") operates Nassau University Medical Center, A. Holly Patterson Extended Care Facility, and CO - operates several community health centers - NHCC limited Insurance Captive.

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☒ No ☐ If Yes, provide details. NHCC has several clinical and educational affiliates.

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

Yes ☒ No ☐ If Yes, provide details for each such investigation. On Sept 17 2015 former Executive VP for Operations Larry Stokky was accused of 2 misdemeanor charges of official misconduct regarding a 2010 sealed bid.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business? Yes ☒ No ☐ If Yes, provide details for each such investigation. NHCC has been the subject of numerous investigations in the past 5 years by various agencies. Those matters are confidential.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. To the best of my knowledge, no.

b) Any misdemeanor charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. To the best of my knowledge, no.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ☐ No ☒

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No ☒ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No ☒ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ___ No ☒ If Yes, provide details for each such instance. To the best of my knowledge, No.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No ☒ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

To the best of my knowledge, no conflict exists.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

To the best of my knowledge, no conflict exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

To the best of my knowledge, no conflict exists.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

All NKEC employees are subject to and must comply with the NKEC Conflict of Interest Policy (Policy 6215) a copy of which is attached. Please note that as a NYS Public Benefit Corporation, all NKEC employees are public employees subject to the NY Public Officers Law, including (but not limited to) the Code of Ethics in § 74.

①
note: NKEC is
a public benefit
Corp. with over
3,000 employees

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

See Attachment A

- B. Indicate number of years in business.
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Long Island F&HC Inc.

Contact Person DAVID Nemiroff, LCSW, Executive Director

Address 380 Nassau Road

City/State Roosevelt, NY 11575

Telephone (516) 296-3742

Fax # (516) 546-4154

E-Mail Address dnemirof@numc.edu

Company Northwell Health
Contact Person Jeffrey Kraut
Address 200 Great Neck Road
City/State Great Neck, NY 11021
Telephone (516) 465-8198
Fax # _____
E-Mail Address JKraut@northwell.edu

Company Catholic Health Systems
Contact Person Terence O'Brien
Address 992 North Village Avenue
City/State Rochville Centre, NY 11570
Telephone (516) 705-3712
Fax # _____
E-Mail Address Terence.O'Brien@CHSLL.org

Appendix A

Nassau Health Care Corporation As of June 19, 2017

Board of Directors Chairperson:

Michael B. Mirotznik, Esq., 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Members:

Russell Caprioli, DPM 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Giuseppe Caruso, MD 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Steve Cohn, Esq. 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Michael M. DeLuca, MPA 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Victor A. Gallo, MD 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Linda Reed 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

David J. Sussman, MD 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Andrew Zucaro 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Warren D. Zysman, LCSW 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Victor F. Politi, MD, FACP, FACEP 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Krishan Kumar, MD 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Frank J. Saracino, EdD 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Officers

Chairperson:	Michael B. Mirotznik, Esq. 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554
Chief Executive Officer	Victor F. Politi, MD, FACP, FACEP 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554
Executive Vice President, Chief Financial Officer/Treasurer	John P. Maher, MPH 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554
Executive Vice President, Ambulatory Care	Robert S. Heatley 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554
Executive Vice President, Human Resources	Maureen Roarty 2201 Hempstead Turnpike, East Meadow, NY 11554
Executive Vice President, Nursing	Kathy Skarka, RN, MSN, CNA 2201 Hempstead Turnpike, East Meadow, NY 11554
Deputy Executive Director/ Executive Vice President for Administration,	Harold E. McDonald, MPA 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554
Secretary	Vacant

CERTIFICATION

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I, JOHN P. MAHAN, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 19th day of June 2017

Megan C. Ryan
Notary Public

MEGAN C. RYAN
Notary Public, State of New York
No. 02RY6142488
Qualified in Nassau County
Commission Expires Mar. 20, 2018

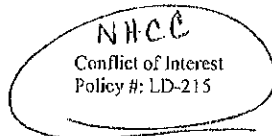
MAY 28, 2018

Name of submitting business: NASSAU HEALTH CARE CENT.

By: JOHN P. MAHAN
Print name
[Signature]
Signature

SUPV. / MGR.
Title

06 / 19 / 2017
Date



NASSAU HEALTH CARE CORPORATION EAST MEADOW, NEW YORK 11554

SECTION: LEADERSHIP POLICY/PROCEDURE

TITLE: CONFLICT OF INTEREST; FINANCIAL DISCLOSURE STATEMENT, CONFLICTS DISCLOSURE STATEMENT, HONORARIA, & OUTSIDE ACTIVITIES REPORT
Approved: Quality and Policy Advisory Council (QPAC)
Cross References: Corporate Compliance Program LD-227; Public Officers Law § 73-A; Public Officers Law § 74; 19 NYCRR § 931.4; 19 NYCRR § 933.4; 19 NYCRR § 931

1.0 POLICY

- 1.1 The purpose of this Policy is to review Conflict of Interest and related ethical issues and to outline the procedures and documentation required for Financial Disclosure Statements, Conflicts Disclosure Statements, Honoraria, Outside Activities, and Educational Activities in order to ensure that all of NHCC/NHCC's business activities and entities either controlled or owned by NHCC are conducted conflict free. Except as otherwise provide herein, all capitalized terms shall have the meanings ascribed to them in Section 4.0 of this Policy.

2.0 PROCEDURE

- 2.1 Responsible Persons of the NHCC System have a primary obligation to serve the purposes to which NHCC is dedicated. As part of this obligation, each Responsible Person has a duty to conduct the affairs of NHCC in a manner that promotes the best interests of the organization. When personal interests or activities within or outside of NHCC influence or appear to influence a Responsible Person's ability to objectively serve the best interests of NHCC a conflict of interest exists.
- 2.2 NHCC recognizes that different organizations have different codes of ethics. However, just because a certain action may be acceptable by others outside of NHCC as "standard practice," that is by no means a sufficient reason to assume that such practice is acceptable at NHCC. As a teaching organization, NHCC staff not only provide training, but also serve as models of professional conduct for students and trainees. There is no way to develop a comprehensive, detailed set of rules to cover every business situation. This policy is designed to help all Responsible Persons recognize, disclose and resolve situations in which a personal interest or activity may result in a conflict with their responsibilities to NHCC.
- 2.3 Public Officers Law § 74 sets forth a Code of Ethics which prohibits officers and employees of the State from any interest, financial or otherwise, direct or indirect, in any business, transaction or professional activity or from incurring any obligation of any nature that is in substantial conflict with the proper discharge of their duties in the public interest. Areas where this may occur include: 1) other employment that may impair

independence of judgment; 2) accepting other employment requiring confidential information gained in your official capacity to be improperly disclosed; 3) using such confidential information to further personal interests; 4) use of one's government position to secure unwarranted privileges or exceptions for oneself or others, including but not limited to, the misappropriation to oneself or to others of the property, services or other resources of the state for private business or other compensated non-governmental purposes; 5) personal business interests that may conflict with state duties; 6) making decisions on business matters where one has a personal financial interest in the enterprise; 7) providing goods or services to entities regulated by this agency; 8) conducting oneself in such a way that gives a reasonable basis for the impression that any person can improperly influence or unduly enjoy favor in the performance of the officer or employee's official duties, or that one is affected by the kinship, rank, position or influence of any party or person; and 9) acting in such a way that raises suspicion among the public that one is likely to be engaged in acts that are in violation of the public's trust. Responsible Persons engaged in Research activities are also required to design, conduct, and report such Research free from bias or potential bias resulting from a conflict of interest.

3.0 DISCLOSURE LEVELS

This policy provides for seven (7) levels of disclosure and review with respect to potential conflict of interest situations: Financial Disclosure, Conflicts Disclosure, Honoraria, Outside Activities, Educational Activities, Research, and participation on NHCC's Institutional Review Board (the "IRB").

3.1 Annual Financial Disclosure Statement and Reporting of Interim Changes. NYS Public Officers Law Section § 73-a requires the filing of an Annual Statement of Financial Disclosure with the New York State Joint Commission on Public Ethics (JCOPE). A state officer or employee is required to file under Section 73-A if he/she serves in a job title with an annual salary rate in excess of the job rate of SG24 (\$91,821, as of 2014), is designated a policymaker by NHCC, or is an official required by statute to file. The salary rate is the rate as of April 1st in the year the statement is due. The salary rate and the financial disclosure form are available on JCOPE's website, <http://www.jcope.ny.gov/>. If you have any questions about your status as a designated filer, you should contact the Human Resources Department.

3.2 Conflict Disclosure Statement. On an annual basis Board members, members of management, medical staff members, Responsible Persons engaged in Research, and any individuals either employed by or who serve a key role in decision-making and are in a position of influence and decision-making within NHCC and designated as policy makers are required to disclose information concerning any (a) directorship, trusteeship, partnership or executive position in outside organizations; (b) ownership interests exceeding 5% in outside partnerships or corporations; (c) attest that no interests present a conflict of interest with employment or Research at NHCC; (d) detail current receipt of income royalties, etc., and declaration of outside income in excess of \$1,000; and (e) notify of any specific situation in which the individual is called upon to exercise authority on behalf of NHCC with respect to companies, vendors, Contracts, Research, etc., in which the Responsible Person or Family has a Material Interest. The duty to notify in writing on an updated disclosure form is a continuing one as the potential conflict presents itself.

- 3.3 **Honoraria.** An Honorarium is a payment offered in exchange for a professional service or activity such as a speech, writing an article, or serving on a panel and a seminar or conference that is not part of the State employee or officer's duties. An honorarium includes expenses incurred for travel, lodging, and meals related to the service performed.
- 3.3.1 For a State officer or employee, the approving authority is the Head of the State Agency or Appointing Authority. For statewide elected officials and State Agency heads the approving authority is JCOPE. Written requests should be made to the approving authority prior to performing the requested service or activity. Forms are available on JCOPE's website noted above. NHCC forms are annexed hereto as well. For all other Responsible Persons, the approving authority is the Ethics Officer.
- 3.3.2 In order for honoraria to be approved, the Responsible Person cannot use State resources to prepare or perform such service or activity; they must perform the service or activity during non-official personal time; they cannot accept honoraria from an Interested Source; the honoraria is not be used to conceal a payment from an Interested Source; and performing the service for which the honoraria is offered and accepted must not violate Public Officers Law § 74 or other State or Federal laws. The funds received must be reported on the filer's financial disclosure report for each source over \$1,000.
- 3.4 **Outside Activities.** Every Responsible Person employed by NHCC is expected to devote their primary professional loyalty, time, and energy to, as applicable, teaching, research, patient care, and service on behalf of or to NHCC. Employees are prohibited from participating financially or engaging in any Outside Activities or other business undertaking that interferes with or is in conflict with the proper and effective discharge of their duties on behalf of NHCC. Outside activities include, but are not limited to, service for or on behalf of state or national commissions, government agencies and boards, committees or advisory groups to other hospitals, health care organizations, and not-for-profit or for-profit organizations. Such activities require notification to the appropriate Chairperson or Senior Vice President or Executive Vice President and must be disclosed on the Conflicts Disclosure Statement and Outside Activity Report and forwarded to Human Resources and the Ethic Officer. Outside Activity Forms are of two kinds, NHCC Outside Activity Report and the JCOPE Outside Activity Report:
- 3.4.1 **NHCC approval of Outside Activities between \$1,000 and \$5,000.** Those Responsible Persons designated as holding a "policy-making position" pursuant to Section 6.6 of this Policy must complete Outside Activities Reports prior to undertaking any outside activities from which they would earn more than \$1,000 but less than \$5,000 annually before engaging in outside activities, and await NHCC approval before proceeding with the activity.
- 3.4.2 **JCOPE Approval.** Those Responsible Persons designated as holding a "policy-making position" pursuant to Section 6.6 of this Policy who contemplate outside activities whereby they will: (1) earn more than \$5,000 annually, or (2) hold elected or appointed public office must additionally submit their request for approval to JCOPE after it is approved by NHCC. 19 NYCRR § 932.5(a).

- 3.4.3 **Service as a Director or Officer of a Not-for-Profit Entity.** Those Responsible Persons designated as holding a "policy-making position" pursuant to Section 6.6 of this Policy who serves as a director or officer of a not-for-profit corporation and receives \$999 or less per year must notify NHCC of the position prior to commencing service, but do not need such service approved by NHCC or JCOPE before proceeding with the activity. A policy maker who serves as a director or officer of a not-for-profit corporation and receives between \$1,000 and \$5,000 per year must have such service approved by NHCC before proceeding with the activity. A policy maker who serves as a director or officer of a not-for-profit corporation and receives more than \$5,000 per year must have such service approved by NHCC and JCOPE before proceeding with the activity. No policy maker or member or director of NHCC may serve as an officer of any political party or political organization, member of a national committee of a political party or political party committee.
- 3.4.4 **Responsible Persons engaged in Research.** Responsible Persons engaged in Research but not otherwise covered by this Section (e.g. do not hold a "policy making position") must complete Outside Activities Reports and must have such activities approved by NHCC prior to undertaking any outside activities.
- 3.4.5 NHCC will grant or deny an Outside Activity based on its interpretation of whether the proposed Outside Activity is in accordance with applicable law and such other factors NHCC deems appropriate. Once NHCC approves an Outside Activity, such approval shall remain effective unless and until there is a material change in the policy maker's responsibilities or in the Outside Activity, at which point the policy maker must submit a new request for approval. An individual who has received approval for an Outside Activity must annually notify NHCC in writing if the individual is still engaged in the Outside Activity.
- 3.4.6 In no event shall a Responsible Person be permitted to receive or enter into any agreement (express or implied) for compensation for the appearance or rendition of services on behalf of themselves or others before NHCC or against NHCC's interest.
- 3.5 **Support for Educational Activities, Including Meals and Travel.** Any payment or reimbursement for the cost of attendance, registration, travel, food, or lodging related to a Responsible Person's attendance or service at a meeting, conference, seminar, convention, or professional program that is part of the Responsible Person's official duties and benefits NHCC must be approved by NHCC in writing before the Responsible Person may engage in such activities. In order for an activity to be approved, the payment or reimbursement can only cover the period of time reasonably required to attend or serve in the activity, the payment or reimbursement is consistent with all laws and NHCC policies, and the payment or reimbursement is not more than the rate at which NHCC would pay or reimburse the Responsible Person under its travel policy.
- 3.5.1 If any payments or reimbursements are paid by an Interested Source, all of the following criteria must be met before NHCC can approve the activity: (1) it is not reasonable, under the circumstances, to infer that the payment or reimbursement is intended to influence the Covered Person in the performance of his or her official duties; (2) the payment or reimbursement could not, under the circumstances, reasonably be expected to influence the Covered Person in the

performance of his or her official duties; and (3) the payment or reimbursement is not, under the circumstances, intended as a reward for any official action on the Responsible Person's part.

3.5.2 Any approval by NHCC shall be provided to the requesting Responsible Person in writing and shall contain the following information: (1) the name of the Responsible Person to whom, or on behalf of whom, the payment or reimbursement is offered; (2) identity of the offeror and nature of the offeror's business; (3) a detailed description of the activity, including date and location; (4) the amount of the payment or reimbursement and, where applicable, an itemization of costs for the attendance, registration, travel, lodging, and meals, and the amount of a service payment, if any; and (5) a statement that NHCC has approved the payment or reimbursement, if any, in accordance with the conditions set forth in section 19 NYCRR § 931.4 and this Policy. Any Responsible Person who is required to file a financial disclosure statement shall report any payment or reimbursement in excess of \$1,000 (including multiple payments made by a single offeror that together exceed \$1,000) in his or her financial disclosure for the applicable year.

3.6 **Research.** In addition to any requirements, policies, and procedures of the Office of Research and Sponsored Programs, any Responsible Person who wishes to engage in Research activities must submit a current Conflicts Disclosure Statement to the IRB before beginning such Research. If the IRB determines that the individual's interest may be a Conflict of Interest, the IRB shall forward the Conflict Disclosure Statement to the Chief Compliance, Privacy and Ethics Officer. Such individuals cannot be involved in Research until the conflict is mitigated and/or resolved. until the Chief Compliance, Privacy and Ethics Officer confirms in writing to the requesting Responsible Person, the Office of Research and Sponsored Programs, and the IRB either: 1) no actual or potential Conflict of Interest exists; or 2) any actual or potential Conflicts of Interest have been adequately evaluated and managed pursuant to this Policy.

3.7 **Institutional Review Board.** In addition to any requirements, policies, and procedures governing the IRB, any person who wishes to serve on the IRB must have his or her participation approved by the Chief Compliance, Privacy and Ethics Officer before he or she may begin serving on the IRB. Any approval by the Chief Compliance, Privacy and Ethics Officer shall be provided in writing to the requesting person and the IRB, and shall confirm that no actual or potential Conflict of Interest exists. The IRB may not have a member participate in the IRB's initial or continuing review of any project in which the member has a Conflict of Interest, except to provide information requested by the IRB.

4.0 DEFINITIONS

4.1 **Business Associate** includes any person, trust, corporation, partnership or other organization or enterprise (of a business nature or otherwise) with respect to which the Responsible Person or any member of their Family (a) is a director, officer, employee, member, partner or trustee; or (b) has a significant financial or any other interest which enables the Responsible Person to exercise control or significantly influence policy of the associate.

- 4.2 **Compensation** includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.
- 4.3 **Conflict of Interest** exists, for purposes of this Policy, whenever any business or personal interest or activities within or outside of NHCC influence or may appear to influence a Responsible Person's ability to promote objectively the best interests of NHCC in ways that could lead or appear to lead to the personal gain or advantage of the Responsible Person, their Family, or Business Associates. A Responsible Person may have a conflict of interest when the Responsible Person, their Family or a Business Associate either (a) has an existing or potential Financial or other Material Interest which could influence or might appear to influence the Responsible Person's independent judgment in the discharge of responsibilities to NHCC; (b) may receive a financial or other material benefit from knowledge of information confidential to NHCC or from a transaction involving NHCC; or (c) has a Financial Interest that could affect the design, conduct, or reporting of Research.
- 4.4 **Contract** is any agreement or relationship involving the sale, lease or purchase of goods, services, real estate or rights of any kind, the providing or receipt of a loan or grant or the establishment of any other type of pecuniary relationship. For purposes of this Policy, a NHCC employment contract is excluded.
- 4.5 **Interested Source** is any person or entity who, on his or her own behalf, or on behalf of an entity, satisfies any one of the following:
 - 4.5.1 is regulated by, negotiates with, appears before in other than a ministerial matter, seeks to contract with or has contracts with, or does other business with: (i) a Responsible Person in his or her official capacity; (ii) NHCC or other agency with which a Responsible Person is affiliated; or (iii) any other state agency when the Responsible Person's agency is to receive the benefits of the Contract; or
 - 4.5.2 is required to be listed on a statement of registration pursuant to section 1-e(a)(1) of article 1-A of the Legislative Law and lobbies or attempts to influence actions, decisions, or policies of NHCC; or
 - 4.5.3 is the spouse or unemancipated child of an Interested Source; or
 - 4.5.4 is involved in any action or proceeding, in which administrative and judicial remedies thereto have not been exhausted, and which is adverse to either: (i) the Responsible Person in his or her official capacity; or (ii) NHCC; or
 - 4.5.5 has received or applied for funds from NHCC at any time during the previous 12 months up to and including the proposed or actual receipt of an honorarium, item or service of more than Nominal Value, or payment or reimbursement.
 - 4.5.6 Interested Sources includes not only those persons and business entities with which NHCC is doing business, but also those persons and business entities interested in doing business with NHCC, or have a history of doing business with NHCC in the recent past.

- 4.6 **Family** includes the Responsible Person's spouse, parents, children, siblings, or equivalent by marriage, or other individuals residing in the same household with the Responsible Person.
- 4.7 **Financial Interest**
 - 4.7.1 A person has a financial interest if the person has, directly or indirectly, through business, investment, or Family:
 - 4.7.1.1 An ownership or investment interest in any entity with which NHCC has a transaction or arrangement, or
 - 4.7.1.2 A compensation arrangement with NHCC or with any entity or individual with which NHCC has a transaction or arrangement, or
 - 4.7.1.3 A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which NHCC is negotiating a transaction or arrangement, or
 - 4.7.1.4 A compensation arrangement (including but not limited to consulting fees, honoraria, paid authorship, salaries, and equity interests such as stocks or stock options) with any entity that exceeds \$5,000 over a twelve-month period regardless of whether that entity has a transaction or arrangement with NHCC.
 - 4.7.2 An employee has a financial interest if the person is using his/her position as an employee to further his/her financial interests, directly or indirectly.
- 4.8 **Gift** shall mean anything of more than Nominal Value in any form including, but not limited to, money, service, loan, travel, lodging, meals, refreshments, entertainment, discount, forbearance or promise, having a monetary value, including multiple items of Nominal Value that, together, have more than a Nominal Value. This definition shall not include the exclusions listed in 19 NYCRR § 933.4 (i.e. anything for which a Responsible Person has paid fair market value, food or beverages valued at fifteen dollars or less per occasion, awards, plaques, gifts from friends or family members when it could be reasonably inferred that the gift was primarily motivated by the family or personal relationship, etc.).
- 4.9 **Material Interest** exists when a Responsible Person or a Responsible Person's Family has (a) a Financial Interest; and/or (b) is a director, officer or senior executive in the entity, which, in view of all the circumstances, is substantial enough that it would, or reasonably could, affect a Responsible Person's or Family's judgment with respect to a Contract to which the entity is a party.
- 4.10 **Nominal Value** is considered such a small or trifling amount that acceptance of an item of Nominal Value could not be reasonably interpreted or construed as attempting to influence a State employee or Public Officer. Although never explicitly defined in Public Officers Law, JCOPE generally deems an item or service with a fair market value of fifteen dollars or less as having a Nominal Value.

- 4.11 **NHCC System** refers to the Nassau University Medical Center, the A. Holly Patterson Extended Care Facility, the Family Health Centers, the Nassau Health Care Foundation, the Long Island Medical Foundation and any other entity or facility owned or controlled by Nassau Health Care Corporation.
- 4.12 **Research** means a systematic investigation, study or experiment designed to develop or contribute to general knowledge relating broadly to public health, including medical, behavioral and social-sciences research. The term encompasses basic and applied research (e.g., a published article, book or book chapter) and product development (e.g., a diagnostic test or drug).
- 4.13 **Responsible Person** refers to Board members, officers, administrative staff members, medical staff, faculty, full-time or part-time employees (as identified by the Vice President, Human Resources) and volunteers (as identified by the Director of Volunteer Services) of the NHCC System. Specifically included are any individuals either employed by or who serve a key role in decision-making who are in a position of influence and decision-making within NHCC.

5.0 CERTAIN RELATIONSHIPS AND TRANSACTIONS THAT RAISE DISCLOSURE QUESTIONS

- 5.1 **Service as Board Member, Officer or Employee of a Competing Healthcare Institution.** Responsible Persons should not accept any position as a director, officer or employee of, or paid consultant to, any healthcare system or institution that is in substantial competition with NHCC. The determination of this is made by NHCC's Chief Compliance, Privacy and Ethics Officer with the advice of the Chief Executive Officer, its Legal Audit and Governance Committee, Executive Committee or Board of Directors as warranted. For purposes of this policy, a member of the medical staff who provides professional services not otherwise prohibited by their employment contract or other NHCC policies is not in competition with NHCC. In addition, Responsible Persons, or an entity in which a Responsible Person or Family has a Material Interest, should not solicit employees of NHCC for a competing purpose.
- 5.2 **Potential conflicts of interest** are situations that might not allow for impartial or objective determinations and may give rise to a Conflict of Interest. These situations include, but are not limited to, any relationship with products, services, devices, or companies that develop, manufacture or market such products. For example, (a) a Responsible Person or Family member has a Material Interest in an entity that proposes to enter into a Contract with NHCC; (b) a Responsible Person with authority for making or recommending purchases of goods or services on behalf of NHCC recommends a vendor in which the Responsible Person or Family has a Material Interest; (c) a Responsible Person with authority for selecting or recommending contractors on behalf of NHCC recommends a contractor with whom the Responsible Person or Family has a Material Interest; (d) a Responsible Person proposes that NHCC hire or contract with the Responsible Person's Family for a position or activity that is within the supervision or control of the Responsible Person; or (e) a Responsible Person or Family's Material Interest in a matter relating to Research gives the appearance of conflict in a Responsible Person's design, conducting, and/or reporting of such Research. A Responsible Person with a potential conflict of interest should take all steps necessary to avoid the appearance of any impropriety.

- 5.3 **No Responsible Person** shall participate in the selection, award, or administration of a Contract with any party or entity in which the Responsible Person or the Responsible Person's Family member has a Material Interest. In the case of a Board member who has a Material Interest with respect to any transaction that comes before the Board of Directors or a Committee on which the Director is a member, the Director will excuse himself/herself from participation in the discussion and vote on the transaction. Any Responsible Person with a Material Interest must also refrain from entering into any discussions with respect to such matter and sharing any information generated by NHCC with the other party or entity.
- 5.4 **Gifts and Entertainment ("Gifts").** No Responsible Person may solicit, receive, or accept a Gift from an Interested Source unless all of the following criteria are met: (1) it is not reasonable to infer that the Gift was intended to influence the Responsible Person; (2) the Gift could not reasonably be expected to influence the Responsible Person in the performance of his or her official duties; and (3) it is not reasonable to infer that the Gift was intended as a reward for any official action on the Responsible Person's part.
- 5.4.1 No Responsible Person may solicit, receive, or accept a Gift from persons or entities that are not Interested Sources if: (1) it could reasonably be inferred that the Gift was offered or given with the intent to influence the Responsible Person; (2) the Gift could reasonably be expected to influence the Responsible Person in the performance of his or her official duties; or (3) it could reasonably be inferred that the Gift was offered or given with the intent to reward the Responsible Person for any official action on his or her part.
- 5.4.2 A Responsible Person may not direct an impermissible Gift to any third party, including a charitable organization or a Family member.
- 5.5 **Continuing Medical Education ("CME").** The purpose of CME presentations—and all associated materials—should be educational rather than marketing or promotional. Therefore, content must be independent of commercial influence prior to presentation by or for NHCC faculty/staff, trainees or students. Accordingly, Department Chairpersons and/or Office of Academic Affairs, as appropriate, must review the content of NHCC-sponsored CME presentations. For presentations by speakers with an acknowledged potential conflict of interest, content review by another faculty member is required. Regardless of location or sponsor, faculty is responsible for the content of presentations and materials at all times.
- 5.6 **Non-CME Presentations.** All presentations must be of one's own materials, not those created or supplied by drug or device companies or their agents. Presentations should be for the purpose of education and not for marketing or promotion.
- 5.7 **Speakers' Bureaus.** Membership in a Speakers' Bureau is defined as an arrangement that involves approval by a sponsoring commercial entity or its agent to give a presentation concerning the entity's products or services. Due to concerns that marketing imperatives may at times conflict with intellectual independence, NHCC staff are discouraged from being members of a Speaker's Bureau for commercial entities or their agents. Should NHCC staff engage in these activities, the content and format of their presentations and any payments or reimbursements related thereto are subject to the provisions of Section 3.5 of this Policy and 19 NYCRR § 931.

- 5.8 **Ghost Writing.** NHCC staff, trainees and students are prohibited from authoring or co-authoring articles written by employees of commercial entities. If commercial employees are co-authors, they should be acknowledged as such. Any articles or other materials written in conjunction with commercial entities must include full disclosure of the role of each author, as well as other contributions or participation by such commercial entities. NHCC authors who collaborate with commercial entities must maintain editorial independence at all times.
- 5.9 **Inventions.** Patents, royalty agreements, licensing, and any receipt of income related thereto must be disclosed as applicable on NHCC's Conflicts Disclosure Statement and in accordance with NHCC and federal intellectual property policies. For decisions where specific expertise of NHCC staff could be critical, such ties may require oversight rather than removal from the decision-making process, meeting applicable disclosure requirements.
- 5.10 **Drug and Device Representatives.** Drug and device representatives coming to NHCC shall have access to physicians, trainees, and staff only by appointment. Representatives must register with the host department in advance and wear badges identifying themselves as commercial agents (not just "visitors"). To avoid direct contact with patients, their family members or other accompanying individuals, drug representatives are not allowed in areas where direct patient care is being given. If demonstrations by commercial representatives (or their agents) are needed solely for device training, representatives should be clearly identified to staff and to any patients involved in that training, with practices that are HIPAA compliant, and patients' consent should be obtained for involvement of commercial personnel.
- 5.11 **Drug and Device Samples.** Samples are solely for patient use, not for personal use by faculty or staff. Sample storage, access and distribution by clinicians must be compliant with applicable regulations and departmental policies for safe storage and administration of medications. NHCC staff should avoid actual or apparent conflicts of interest with samples. Drug or device information for patients should be appropriate to their own condition, objective, and deliberately distributed by the responsible practitioner (e.g., not casually accessible in waiting rooms or other patient areas).
- 5.12 **Confidential and Inside Information.** All NHCC staff (including Responsible Persons) shall refrain from transmitting any knowledge, consideration, decision or any other information that might be prejudicial to the interest of NHCC to any person other than in connection with the Responsible Person's discharge or their responsibilities as a Director, Officer, employee or member of the Medical staff. The governing principal is that any material confidential information pertaining to NHCC or patients may not be used for a Responsible Person's own or their Family's benefit nor should the Responsible Person disclose it to others for their personal use.
- 5.13 **Use of NHCC Assets.** NHCC credit purchasing power shall not be used to purchase goods and/or services for individual or non-NHCC activities. NHCC facilities may be used only for NHCC related purposes.
- 5.14 **Disclosure of Individual Interest Prior to Approval of Transaction.** A Responsible Person must promptly disclose to their supervisor, Human Resources and the Chief Compliance, Privacy and Ethics Officer Officer his/her interest in, or connection with, a proposed transaction, Research activity, or other matter being presented for consideration

or approval to NHCC if the transaction or matter is of the type that would require disclosure on the Conflicts Disclosure Statement. The Responsible Person must not participate in the deliberations related to the transaction or matter, or approve or use their position to influence the matter. The Responsible Person's disclosure and non-participation should be recorded.

- 5.15 **Voluntary Staff/Faculty.** Non-salaried faculty must act in the best interests of their professional duties at NHCC, including patient care, research and education. They should avoid any potential or perceived conflict of interest, especially those related to areas of their non-academic employment.
- 5.16 **Post Employment Restrictions.** No person who has served as a NHCC employee or unpaid staff member, or part-time staff shall, within a period of two (2) years after the termination of such service or employment, appear before NHCC or receive compensation for services rendered on behalf of any person, firm, corporation or association in relation to any matter with respect to which such person was directly concerned or in which such person presently participated during the period of service or employment or which was under the active consideration of such person. Public Officers Law §73(8)(a). This applies to all individuals, regardless if they worked for one day or a 30 year hire.

6.0 PROCEDURE

All new directors, officers, administrative staff members, employees, volunteers, and medical staff members with administrative responsibilities shall receive a copy of this policy regarding conflicts of interest and complete the annexed Conflicts Disclosure Statement.

6.1 Reporting Conflicts and Interim Changes.

- 6.1.1 Each Responsible Person is required to provide notification on the Conflicts Disclosure Statement of any changes or specific situation in which the individual is called upon to exercise authority on behalf of NHCC with respect to companies, vendors, contracts, Research, or other matters, in which the Responsible Person or Family has a Material Interest within thirty (30) days of such change.
- 6.1.2 Board of Directors, members of management, Responsible Persons engaged in Research, and members of the IRB will complete the Conflicts Disclosure Statement and provide it (and any interim changes thereto) to Human Resources and the Chief Compliance, Privacy and Ethics Officer. All others will disclose Conflict of Interest situations to their immediate supervisors. If the supervisor determines that the individual's interest may be a Conflict of Interest, the supervisor will direct the Responsible Person to fill out a Conflict Disclosure Statement and provide it to Human Resources and the Chief Compliance, Privacy and Ethics Officer.
- 6.1.3 Employees are encouraged to seek assistance from their immediate supervisor/manager with any legal or ethical concerns. However, NHCC realizes this may not always be possible. As a result, employees may call the Chief Compliance, Privacy and Ethics Officer at (516) 296-2389 to report anything that they cannot discuss with their immediate supervisor/ manager.

- 6.1.4 NHCC reserves the right to require additional or updated Conflict Disclosure Statements from Responsible Persons engaged in Research if such disclosure is required for funding applications or proposals.

6.2 Evaluation and Management of Conflicts of Interest.

- 6.2.1 Human Resources will review all completed Conflicts Disclosure Statements and any reported changes and, following internal consultation with the Chief Compliance, Privacy and Ethics Officer but in no event more than sixty (60) days after receiving the Conflicts Disclosure Statements or any reported changes, will take any action deemed appropriate to manage or resolve a potential for conflicts of interest (e.g. public disclosure of a conflict of interest, change of personnel, severance of relationships that create the conflict of interest, etc.).
- 6.2.2 All disclosures, unless irrelevant or immaterial, will be compiled and the actions taken in response thereto will be reported to the Legal Audit & Governance Committee of NHCC's Board of Directors, which may determine whether additional actions should be considered or implemented.
- 6.2.3 Once appropriate action for the management, reduction, or elimination of the Responsible Person's (and/or Family's) conflict of interest has been decided, the individual will be notified of the disposition of the conflict in writing. Copies of the notification will be forwarded to and maintained in the Compliance Office and sent to the person's immediate supervisor, Chairperson of the Legal Audit and Governance Committee (for Directors and Officers) and/or other individuals as the facts and circumstances warrant.
- 6.2.4 As necessary, conflict of interest resolution plans, including, when necessary, an interim plan, will be developed, monitored and enforced as directed by NHCC.
- 6.2.5 Periodically, but at least annually, the Chief Compliance, Privacy and Ethics Officer will provide the Legal Audit and Governance Committee of the Board of Directors with a report on NHCC's execution of the Conflict of Interest disclosure process and, if necessary, the nature of any issues which may require Board intervention.
- 6.3 Prior to CME presentations, NHCC staff must disclose relationships with relevant commercial entities to the Corporate Compliance Office, the Office of Academic Affairs, and to their audiences.
- 6.4 Each member of the Board of Directors shall be advised annually of this Policy and execute a Disclosure Statement which will be submitted to, and reviewed by, the Office of Legal Affairs and Corporate Compliance/ Chief Compliance, Privacy and Ethics Officer.
 - 6.4.1 Any duality of interest or possible conflict of interest on the part of any governing board member should be disclosed to the other members of the board

and made a matter of record either through an annual procedure or when the interest becomes a matter of board action.

- 6.4.2 Any governing board member having a duality of interest or possible conflict of interest on any matter should not vote or use his/her personal influence on the matter, and s/he should not be counted in determining the quorum for the meeting, even where permitted by law. The minutes of the meeting should reflect that a disclosure was made, the abstention from voting, and the presence or absence of a quorum.
- 6.5 This Policy shall be posted on ITWEB and a global e-mail sent requiring all Responsible Persons to review this new Policy and complete the Conflict Disclosure Statement in the event a conflict may exist and submit the report to Human Resources. Thereafter only if the Responsible Person's circumstances change necessitating disclosure shall a new Conflict Disclosure Statement be required of non-medical staff.
- 6.6 **Policy Makers.** Pursuant to the Guidelines for Determination of Persons in Policy Making Positions as formulated by JCOPE (Executive Law §94), the appointing authority shall file a written statement with the Commission by the last day of February of each year containing the name, title and home address of each person who holds a policy making position in that state agency as determined by the appointing authority. Such appointing authority shall file an amended written statement with the Commission within 30 days after the undertaking of policy making responsibilities by a new employee or by an employee whose name did not appear on the most recent written submission. The amended statement shall contain the name, title and home address of such employee. Each appointing authority shall notify each employee in writing whom he or she designated as policy making in accordance with these guidelines.
- 6.7 **Training.** Responsible Persons engaged in Research shall receive training on this policy prior to engaging in such Research and at least every four (4) years thereafter, unless otherwise required by law.
- 6.8 **Violations of the Conflict of Interest Policy.** Prompt, appropriate and equitable corrective action will be taken concerning any activities considered to involve a Conflict of Interest. Violation of this Policy by a Responsible Person is grounds for disciplinary action, up to and including termination of employment or association with NHCC, in accordance with the disciplinary procedures applicable to the respective Responsible Person. A NHCC employee who accepts a Gift, or fails to file a financial disclosure report in violation of this Policy, could be subject to a civil penalty of up to \$40,000, and be criminally charged with a Class A misdemeanor. For current enforcement actions which are published on JCOPE's website go to: <http://www.jcope.ny.gov/>.
- 6.9 **Disclosure.** NHCC reserves the right to disclose information submitted to it pursuant to this policy when such disclosure is required by law (including but not limited to funding applications and proposals and compliance with state or federal funding disclosure requirements).
- 6.10 Any questions about this Conflict of Interest Policy or the documentation described above may be directed to the Chief Compliance, Privacy and Ethics Officer at (516) 296-2389.

NHCC SYSTEM

Conflicts Disclosure Statement

Instructions: If you do not initial all the Attestations with the first letters of your first and last name below indicating agreement, then you must complete the Disclosure of Interest section further below. In addition, please sign and date the certification below.

Attestations:

- ☐ I hereby acknowledge that I have been provided a copy of NHCC's Conflict of Interest Policy and have carefully read, understand and will comply with its requirements.
- ☐ I hereby attest that neither I nor any member of my Family now has any Financial Interest, as defined in NHCC's Conflict of Interest Policy, in any organization or enterprise with which NHCC has done or now does business, any interest in any business transaction involving NHCC (other than the compensation I may receive as an employee of NHCC), or any entity that has interest (including, but not limited to, a patent, trademark, copyright, or licensing agreement) in any Research activity (including by not limited to a drug, biologic product, or device involved in a Research activities).
- ☐ I hereby attest that I am not employed in a position nor am involved in or have an outside interest outside NHCC that constitutes (or potentially constitutes) a conflict of interest.
- ☐ I hereby attest that I am not aware of any other matter that would constitute a conflict of interest.

Disclosure of Interest: In the space below, please disclose the names of all organizations in which you or members of your Family may have a leadership position (director, officer or executive position) or an ownership interest. In each case, specify the nature of the interest and, as necessary, the relationship to you of the individual, organization or entity having the interest. Attach additional sheets as necessary.

1. Leadership Position - I, or a member of my Family serve(s) as a director, officer, or in an executive position of the following organizations:

2. Ownership Interests - I, or a member of my Family, have (has) a partnership or other ownership interest of more than 5% in the following organizations:

3. Other Interests or Relationships - I, or a member of my Family, have (has) a relationship with another organization that may result in a conflict of interest, as follows: (examples include consulting, royalty, marketing, or other arrangements with current or potential NHCC vendors, conflicts with current or planned Research activities, as well as any outside activities, such as private employment, profession or business activities, from which more than \$1,000 compensation is received or anticipated to be received)

Certification

I hereby certify that this accurately and completely describes, to the best of my knowledge and belief, all financial and other interests, which are required to be reported under the provisions of this Policy. I understand that I have an ongoing obligation to report any conflicts of interest that may become known to me during the course of the year.

Printed Name

Signature

Department & Facility

Date:

If you have any questions, please do not hesitate to call the Chief Compliance, Privacy and Ethics Officer at (516) 296-2389.



Dear NHCC Staff: _____

In order to maintain compliance with the New York State Commission on Public Integrity, all NHCC staff are required to report any Honoraria received to the NHCC Department of Human Resources. Generally, Honoraria means a speaking fee, payments received for writing an article or reimbursement for travel unrelated to official NHCC duties. In order for any compensation to be considered Honoraria, it must be unrelated to your official NHCC employment or duties, regardless of who paid the compensation. The current reporting year for Honoraria is April 1, 20__ to March 31, 20__.

If you have not received any Honoraria during the reporting year, there is no need to take any action; however, if you have received Honoraria, you must provide the following information in connection with each Honorarium to kbowen@numc.edu or NHCC Department of Human Resources, Box 8 ATTN: Kasi Bowen by _____;

- Your Name and Title
- Date of Honoraria
- Sources of Honoraria
- Description, Nature and Location of Activity
- Amount of Honoraria
- If applicable, the NHCC Supervisor who approved the Honoraria

More information about the rules and regulations concerning Honoraria can be found on the New York State Public Integrity Website at <http://www.jcopc.ny.gov/>. Specific questions may be directed to NHCC Chief Compliance, Privacy and Ethics Officer Megan C. Ryan, Esq. (516) 296-2389.

Thank you for your cooperation.

Sincerely,

Maureen Roarty
Senior Vice President of Human Resources

Listing of Honoraria from April 1, 20__ to March 31, 20__

NAME	TITLE	DATE	SOURCE	DESCRIPTION	AMOUNT	SUPERVISOR'S APPROVAL

COUNTY OF NASSAU
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Nassau Health Care Corporation
Address: 2201 Hempstead Turnpike
City, State and Zip Code: East Meadow NY 11554

2. Entity's Vendor Identification Number: _____

3. Type of Business: _____ Public Corp _____ Partnership _____ Joint Venture
_____ Ltd. Liability Co _____ Closely Held Corp Public Benefit Corp Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

SEE LIST AS OF 6/15/2017 - ATTACHED AS APPENDIX A -

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

N/A NHCC is a public benefit corporation created pursuant to Public Authorities Law 3401 et seq; that operates Nassau University Medical Center, A. Hilly Potters Extended Care Facility, and co-operates several community health centers.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

See attached appendix B.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

No lobbyists were utilized at any stage of the process with respect to this contract.

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 6/19/17

Signed: 

Print Name:

John P. Maher, MPH

Title:

Chief Financial Officer / Executive V.P.

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Appendix A

Nassau Health Care Corporation As of June 19, 2017

Board of Directors Chairperson:

Michael B. Mirotznik, Esq., 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Members:

Russell Caprioli, DPM 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Giuseppe Caruso, MD 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Steve Cohn, Esq. 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Michael M. DeLuca, MPA 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Victor A. Gallo, MD 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Linda Reed 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

David J. Sussman, MD 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Andrew Zucaro 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Warren D. Zysman, LCSW 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Victor F. Politi, MD, FACP, FACEP 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Krishan Kumar, MD 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Frank J. Saracino, EdD 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554

Officers

Chairperson:	Michael B. Mirotznik, Esq. 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554
Chief Executive Officer	Victor F. Politi, MD, FACP, FACEP 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554
Executive Vice President, Chief Financial Officer/Treasurer	John P. Maher, MPH 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554
Executive Vice President, Ambulatory Care	Robert S. Heatley 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554
Executive Vice President, Human Resources	Maureen Roarty 2201 Hempstead Turnpike, East Meadow, NY 11554
Executive Vice President, Nursing	Kathy Skarka, RN, MSN, CNA 2201 Hempstead Turnpike, East Meadow, NY 11554
Deputy Executive Director/ Executive Vice President for Administration,	Harold E. McDonald, MPA 2201 Hempstead Turnpike, 19th Floor, East Meadow, NY 11554
Secretary	Vacant

Appendix B

Nassau Health Care Corporation

As of June 19, 2017

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Affiliated & Related Companies

1. Nassau Health Care Foundation, Inc. - NY Not-For-Profit Corporation
2. Long Island Medical Foundation, Inc. d/b/a NuHealth Foundation" -NY Not-For-Profit Corporation
3. A. Holly Patterson Extended Care Facility, Inc. -NY Not-For-Profit Corporation
4. Newco ALP Inc. - NY Not-For-Profit Corporation
5. Roosevelt HC, Inc. - NY Not-For-Profit Corporation
6. NHCC, Ltd. - Organized under the Companies Law of Cayman Islands.
7. NHCC Medical Faculty Practice Plan, P.C. d/b/a Nassau Medical Associates - NY Professional Corporation
8. Oak Street Psychiatric Services, P.C. - NY Professional Corporation
9. South Ocean Care, LLC -NY Limited Liability Company
10. NUH-1 Inc. - NY Not-For-Profit Corporation
11. NUH- 2 Inc. - NY Not-For-Profit Corporation
12. NUH- 3 Inc. - NY Not-For-Profit Corporation
13. NUH- 4 Inc. - NY Not-For-Profit Corporation
14. NUH- 5 Inc. - NY Not-For-Profit Corporation
15. Long Island FQHC, Inc. - NY Not-For-Profit Corporation

** In addition to the entities listed above, NHCC has several clinical and educational affiliations.

THIS AGREEMENT, dated _____, 2017 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Ave., Mineola, New York 11501 (the "County"), acting on behalf of the Sheriff's Department, Division of Corrections, having its principal office at 100 Carman Ave., East Meadow, New York 11554 (the "Sheriff's Department"), and (ii) Nassau Health Care Corporation, having its principal office at 2201 Hempstead Turnpike, East Meadow, New York 11554 ("NHCC" or "Contractor") on behalf of itself and its acute care division, Nassau University Health Center ("NUMC").

W I T N E S S E T H

WHEREAS, the Sheriff's Department desires to arrange for the provision of health care services at the Nassau County Correctional Center ("NCCC" or the "Jail"), on an interim basis until a more permanent arrangement can be put in place, including preliminary health screening, and access to medical, mental health, dental and substance abuse services during a temporary interim period starting when the current provider of such services ceases its role, for a period of two years, when a permanent provider of healthcare services is selected through the County's procurement process; and

WHEREAS, the County could face a public health emergency at NCCC if a temporary interim arrangement for healthcare services were not put in place immediately; and

WHEREAS, NHCC is capable of providing such services on a temporary, interim basis and is willing to enter into an agreement with the Sheriff's Department in connection with its agreement to assist the County in avoiding a public health crisis at NCCC;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, the parties agree as follows:

I. TERM

The term of this Agreement shall be for a period not to exceed 24 months, commencing September 1, 2017 ("Commencement Date") and terminating on August 31, 2019, unless sooner terminated as hereinafter provided. Start-up costs, including any necessary prepaid expenses and staffing costs, as provided herein, can be paid from the date hereof until services commence on September 1, 2017.

II. SCOPE OF SERVICES

NHCC shall provide certain Jail-Based, Hospital-Based and Ancillary Services as described herein pursuant to the State Corrections Law and Regulations applicable to jails operated by Counties, the DOJ/Nassau County Settlement Agreement ("DOJ Settlement"), and National Commission on Correctional Healthcare standards (collectively, "Applicable Regulations"). Such services shall consist of:

A. Jail Based Services.

1. Medical Services. Except where referral or transfer to NUMC is medically necessary as consistent with the professional medical judgment of NHCC and its physicians, nurses and other clinical employees and contractors ("NHCC Health Professionals"), the following health care services shall be provided on the premises of the Nassau County Correctional Center ("NCCC" or the "Jail"):

(a) Intake. NHCC shall perform an intake examination of all inmates in accordance with protocols developed by NHCC consistent with the Applicable Regulations. All forms and reports generated as a result of such examination shall be filed in the patient's medical record.

(b) Sick Call. NHCC shall provide sick call a minimum of five (5) days per week, shall arrange for a licensed physician to be on call twenty-four (24) hours a day, seven (7) days a week, for immediate access by Non-Physician Providers.

(c) Infirmery/Sub-Acute Care. NHCC will provide staff for the NCCC infirmery. Inmates who require twenty-four (24) hour supervised nursing care and cannot be adequately cared for in housing units will be managed in the infirmery under the supervision of a physician or other appropriate medical staff. The guidelines for admission to and discharge from the on-site infirmery are subject to the judgment of an NHCC physician or other appropriate medical staff.

(d) Emergency Care. NHCC shall provide emergency services, intervention and referrals 24 hours/day, 7 days/week, either at the NCCC or at the NUMC Emergency Room or another appropriate medical facility only where the necessary services are not provided for at NUMC, as confirmed by an NHCC medical professional. Depending upon the medical condition of the Inmate, he or she may be treated at the NCCC or transferred to NUMC or another hospital or appropriate medical facility if NUMC cannot provide for the necessary care thereat, as confirmed by an NHCC Health Professional.

(e) Follow-up. Follow-up care or treatment when clinically indicated. NHCC shall notify the Sheriff's Department, in accordance with policies and procedures, when a medical order is written for follow up care in the infirmery or an outpatient department at NUMC or another appropriate facility if NUMC cannot provide for the necessary care thereat, as confirmed by an NHCC Health Professional. In the event of circumstances beyond the control of NHCC that require cancellation of outpatient appointments, including but not limited to unforeseeable intervening events, NHCC shall make reasonable efforts to reschedule the patient as medically appropriate.

(f) Ambulatory Care. NHCC shall provide ambulatory care on-site at NCCC whenever possible. All specialty clinic referrals are reviewed and approved by an appropriate NHCC Health Professional.

(g) Chronic Care. NHCC shall develop and maintain a chronic care disease management program that includes an updated chronic disease registry of inmates suffering from chronic illnesses. Such chronic illnesses include but are not limited to: asthma, cardiac disease, elevated lipids, diabetes, HIV infection, hypertension, and seizure disorder. The program shall include chronic disease management guidelines consistent with nationally accepted guidelines for the diseases, which shall include appropriate treatment for chronic illnesses, routine tests, examinations, follow up, treatment plans and continuity and coordination of care. NHCC shall keep records of all care, including routine tests and examinations provided to inmates suffering from chronic illness. Such records shall be maintained in the inmate's individual medical record.

(h) Dental care: Each inmate requiring medically necessary emergent dental care shall be seen by a dentist. Emphasis is placed on relieving pain and attending serious dental needs, i.e., to prevent medical complications or where an inmate's health would otherwise be adversely affected. Elective procedures, including procedures that are not essential to maintain proper nutrition, are not provided. Dental services, except for urgent or emergent referrals are provided during routine clinic hours. NHCC must minimally provide the following on site dental services:

- Dental screening.
- Referral to a dental specialist consistent with NCCC/NUMC approved policy.
- Provision of emergency dental care.

(i) Eye Care. NHCC will provide or contract for optometry services and will perform all eye examinations on-site by a certified optometrist or ophthalmologist for all refractive and vision complaints. More complex procedures will be performed at NUMC or another appropriate medical facility, either on an outpatient or inpatient basis, only where the necessary services are not provided for at NUMC as confirmed by an NHCC Health Professional.

(j) Substance Abuse Treatment. NHCC shall assess patients during the intake examination for alcohol and drug dependency and/or symptoms of withdrawal. Inmates suspected of current drug or alcohol abuse or who are otherwise susceptible to withdrawal shall be closely monitored and supervised on site by the NHCC Medical Staff and Sheriff's Department staff, or, if in imminent danger, will be transferred to

acute care, consistent with the judgment of the NHCC Professionals. Mental health staff shall also evaluate all Inmates admitted to NUMC or another appropriate facility only where the necessary services are not provided for at NUMC as confirmed by an NHCC medical professional for mental health services for the presence of substance abuse.

(k) Radiology Services. NHCC shall be responsible for the provision of radiology services, including the following:

(i) Services shall be provided on site at NCCC whenever possible, consistent with available equipment and staffing. Radiology exams that require the transport of an inmate to NUMC or another facility if NUMC cannot provide for the necessary care thereat, as confirmed by by an NHCC medical professional as determined by the medical judgment of the NHCC Health Professional and authorized by the Medical Director or his/her designee.

(ii) Radiology exams shall be read within forty-eight [48] hours of the receipt of such exams. Emergency x-rays shall be an exception to this timeframe, and shall be read as "stat" and reported within 24 hours, it being understood that NHCC may use an outside service for reading of x-rays.

(iii) Transfer to NUMC's emergency department for the sole purpose of obtaining x-rays shall be permitted in situations where an inmate is presenting symptoms that reasonably preclude waiting until the on-site x-ray technician is present as determined by the medical judgment of the NHCC Health Professional.

(l) Discharge Planning Services. NHCC shall be responsible for providing health-related discharge plans for Inmates who require medical or mental health services following release from the custody of the Sheriff's Department. Discharge planning shall minimally include the provision of sufficient medications and arranging for necessary follow up and referrals for health services before the inmate's release to the community.

Upon inmates' release from detention, NHCC shall offer inmates the opportunity to be provided (at County expense) with (1) a seven (7) day supply of appropriate medication for inmates suffering from HIV; (2) a five (5) day supply of psychotropic medication to inmates receiving such medication while incarcerated; and (3) prescriptions for appropriate medication (other than those referred to in (1) and (2)), in sufficient quantities to inmates.

Upon inmates' release from detention, Nassau County shall continue to provide inmates with TB with prescription medication and treatment in conformity with recognized standards and protocols applicable to TB prevention and treatment.

(m) Sharps. NHCC shall implement a protocol whereby sharps are counted at the commencement and completion of each tour, and the count is recorded. The Sheriff's Department reserves the right to define and ultimately approve what is a sharp utensil as well as enter the medical service area to conduct random, unscheduled audits and to supervise the count. NHCC shall immediately report discrepancies to the Sheriff's Department; any missing items must be reported to the Tour Commander or Officer of the Day immediately, and then to the Sheriff or his designee.

(n) Women's Health Care Services. NHCC shall provide medical care for women inmates, including routine screening for pregnancy, timely screening for sexually transmitted disease, HIV counseling and testing and routine gynecological and obstetric care. Treatment plans for pregnant women, which shall include discharge planning.

2. Mental Health.

(a) Services Generally.

NHCC shall develop and implement written policies and procedures so that inmates requesting mental health services, inmates who become suicidal and inmates who develop serious mental illness while incarcerated are evaluated and treated timely, irrespective of the manner in which the services are requested. Mental health staff shall be provided with up to date housing lists of inmates to ensure continuity of care. Inmates with positive suicide screens shall be provided with the appropriate level of supervision (as determined by the medical judgment of the NHCC Health Professionals and upon conferring with appropriate Sheriff's Department staff) by the Sheriff's Department, and shall be timely seen and evaluated by mental health staff.

(b) Inpatient Services. Patients who require inpatient hospitalization shall be promptly referred to NUMC or another hospital or medical facility, only where the necessary services are not provided for at NUMC, as confirmed by an NHCC medical professional. Patients identified as requiring continued mental health treatment shall be scheduled for follow-up appointments with an appropriate mental health staff member. Psychotropic medication shall be prescribed and safely administered and monitored according to accepted medical practice standards. All patients discharged from acute care shall be assessed by a qualified mental health professional upon return to the correctional center.

3. Provision of Services to Sheriff's Department Personnel.

(a) First Aid. NHCC shall provide on-site first aid services to correctional personnel working at NCCC and to civilian personnel on-site, where urgency is present. In the event of an emergency, the services to be rendered by the Health Professional will consist of triage evaluation, and, if the patient's condition warrants, stabilization pending transfer to an Emergency Room or other acute care setting. If there is no emergency, the health professional will refer the Corrections employee or civilian to his or her private physician. NHCC shall complete a Sheriff's Department injury report for every Corrections employee and civilian to whom it provides first aid. No other care will be required to be provided for Sheriff's Department personnel or visitors.

(b) Hepatitis B Vaccination of Sheriff's Department Correctional Personnel. At the County's expense, and if requested by the Sheriff's Department, NHCC shall provide Hepatitis B Vaccinations for newly recruited Sheriffs Department correctional personnel.

4. Provision of Emergency Services to Visitors at NCCC. In the event of an emergency involving visitor(s) to the Jail, NHCC shall provide triage evaluation on-site of visitors at NCCC and, if the patient's condition warrants, stabilization pending transfer to an Emergency Room or other acute care setting. No other care will be required to be provided for Sheriff's Department personnel or visitors.

B. Hospital-Based Services.

1. NHCC shall provide medically necessary health care services to inmates at NUMC, or shall refer inmates to another hospital or medical facility only in those cases where NUMC does not have the capability to provide the necessary services thereat, as confirmed by an NHCC Health Professional, when such services cannot or are not being provided at the Jail. Payment for services provided at NUMC or any other NHCC facilities are in addition to the monthly payment for services provided at the Jail, and will be billed to the County separately, for prompt payment. For the avoidance of doubt, the County shall pay NHCC separately for any services provided at NUMC or other NHCC facilities, in addition to the fixed monthly payment to NHCC for services provided at the Jail. NHCC shall bill the County promptly for services at NUMC or other NHCC facilities at the then-current Medicaid rate for hospital inpatient and outpatient service, plus the Medicaid rate for inpatient and outpatient professional services, plus any ancillary costs that are separately billable under the Medicaid Program, plus costs specific to inmate care (for example, extra security, one-to-one observation, etc.). The County shall pay all bills for services at NUMC or other NHCC facilities or Non-NUMC facilities within 60 days of receipt of the bill, unless the Office of

the Nassau County Comptroller requires additional time for review and approval, and the County reserves the right to conduct further reviews after payment, for discussion in subsequent quarterly reconciliations.

2. Any reviews of NHCC bills for inpatient and outpatient services at NUMC shall be performed by a mutually agreed upon County vendor. The County's current Vendor, known as "COCHS," will continue in this role unless or until either Party requests a mutually approved Third Party Reviewer. In such an event, the Parties shall jointly issue an RFP for such services, and representatives of both Parties shall evaluate prospective vendors' proposals and mutually select same. In any event, such reviews shall not apply to 0, 1 and 2 day stays. Any adjustments based on such reviews shall be incorporated into quarterly reconciliations.

3. NHCC's professionals shall have authority to make the final determination of the appropriateness of all services provided to, or ordered to be provided to inmates, and the location at which such services are provided, except that services shall only be provided at other locations when such care is unavailable at NUMC, as confirmed by an NHCC Health Professional. Monthly advance payment to NHCC by the County shall not be subject to reduction based on retrospective reviews. Changes in payment based on actual costs in a given month will be addressed in quarterly reconciliations. Similarly, transfers to other hospitals and providers shall be governed by the unavailability of such services at the Jail or NUMC, as confirmed by NHCC's professionals, and paid directly by the County to such other hospitals and providers.

4. As of the commencement date, the following Hospital-Based Services shall be provided at NUMC:

(a) Inpatient Hospital Services

(i) Inpatient hospital services will be provided, when determined to be necessary in the professional judgment of the NHCC Health Professionals. The provision of inpatient and emergency care shall be consistent with nationally accepted care guidelines. Transfer outside the Jail for emergency care or care unavailable at NHCC will be determined only by a NHCC Health Professional.

(ii) An accounting in logbook format of all emergency department transfers, including inmate name, referring practitioner, date, time of departure, reason for referral, date and time of return or other disposition shall be maintained by NUMC and made available to NCCC at its request.

(b) Transfer of Inmates from NCCC to NUMC Or Other Facilities. Where medically indicated, Inmates shall be transferred to NUMC or another medical facility for Hospital-Based Services. When such transfers are necessary, the Sheriff's Department shall be responsible for effectuating such transfer and NHCC shall cooperate in such transfer. Direct admissions may be made upon the order of an NHCC Health Professionals. NHCC shall work diligently to quickly and effectively accommodate the inmate ambulatory services population, possibly including the provision of separate scheduling in their outpatient services departments. The Sheriff's Department shall be responsible for providing transportation when not by ambulance, and for providing corrections officers to accompany and remain with inmates while they are in the hospital or other facilities.

(c) Transfer of Inmates from Other Hospitals. The Sheriff's Department shall contact NHCC whenever an Inmate is arraigned at the bedside in a hospital other than NUMC. For this purpose, the Medical Director and/or Deputy Medical Director shall be available by cell phone, beeper and email 24/7; to ensure this, NHCC shall, at their own expense, provide the necessary communications equipment to the Medical Director and Deputy Medical Director. Following such notification, the Medical Director or his designee shall contact (and conduct any necessary follow-up communications with) the appropriate health care professional at such other hospital to determine if and/or when such Inmate is stable for transfer to NUMC. When such Inmate's medical condition permits the safe transfer to NUMC, NHCC shall contact the Sheriff's Department, which, in turn, shall arrange for and effectuate the physical transfer of such Inmate to NUMC.

5. Ancillary Services.

Ancillary Services shall include, without limitation, laboratory, pathology, radiology and other diagnostic and monitoring services. In order to avoid disruption of services, the following sub-contracts shall continue in effect between Armor and the Vendor through August 31, 2017, after which NHCC shall either substitute another contract for those services, or enter into a direct contract with the Vendor. The following is a list based on information obtained by NHCC to date, subject to change if additional contracts are in existence and/or needed at the Commencement Date:

- a. Renal Dialysis.
- b. Optometry.
- c. Pharmacy.

- d. Physicist.
- e. Reference Laboratory.
- f. Medical Waste Removal.

Billing to the County for Ancillary Services, including without limitation laboratory, pathology, radiology and other diagnostic and monitoring services, which cannot be provided at NUMC or other NHCC Facilities, as confirmed by an NHCC Health Professional, is in addition to the fixed monthly payment.

As of the date of this Agreement, the following ancillary services have been identified:

6. Laboratory Services.

(a) NHCC shall be responsible for the provision of, or arranging for, laboratory services, in accordance with community standards, including but not limited to prescribing laboratory tests targeted to diagnose presenting symptoms, and to confirm or rule out suspected conditions.

(b) Services shall be provided by NUMC's laboratory department, or referred by NHCC to another laboratory where such services are not available at NUMC as confirmed an NHCC Health Professional.

7. Pharmacy services.

(a) NHCC shall provide or arrange for pharmacy services including, but not limited to, the preparation and dispensing of medicines prescribed by the clinical staff. The provider of pharmacy services must reside within the State of New York or have a subsidiary or satellite within the state. The pharmacy provider shall abide by all local, state and federal rules and regulations and law relating to pharmacy operations. NHCC shall utilize generic pharmaceuticals whenever possible. NHCC shall provide liquid or crushed medication to inmates on the mental health caseload.

(b) NHCC shall prepare a drug formulary, and shall maintain a written plan for the procurement of non-formulary medications. Pharmacy staff shall be responsible for managing the inventory and submitting all required reports.

8. Medication Management.

(a) NHCC shall develop and implement written policies and procedures for appropriate delivery and continuity of medication. Such

procedures shall include timely distribution of medication to inmates who have visits or are out to court; procedures that ensure access to medication in emergencies and on weekends; contemporaneous documentation and monitoring of dosages dispensed and received and documentation of refusals and no-shows; and procedures that ensure that medication errors are recorded and monitored. Only trained and qualified medical staff shall administer medications. NHCC shall provide pharmaceutical staffing and coverage sufficient to address inmates' serious medical and mental health needs.

(b) NHCC shall develop and implement written policies and procedures providing for patient-specific medication administration records. Such procedures shall include filing of medication administration records in the inmate's medical record. NHCC shall develop and implement written policies and procedures regarding inmates' refusal to take or receive medication. These policies and procedures shall include counseling inmates regarding the value of the proffered medication, documenting such counseling, and recording the basis for the inmate's refusal. NHCC shall implement an automated drug profile system, which shall, for example, identify adverse interactions between medications and duplication of therapeutic categories.

9. Reporting of Communicable Diseases. NHCC shall be responsible for reporting to the designated County Sheriff's Department all communicable diseases, including but not limited to sexually transmitted diseases, and to all other local and Federal agencies, as required by law and regulation.

10. Blood-borne Pathogen Exposure. NHCC shall provide emergency care for Sheriff's Department employees who may have been exposed to blood-borne pathogens in a job-related accident or incident at the NUMC Emergency Department when the Sheriff's Department's Occupational Health Service is closed. NHCC shall provide HIV counseling and testing, including rapid HIV testing, as deemed clinically appropriate by NHCC. Initial post exposure prophylaxis will be provided as clinically indicated. NUMC shall bill these services under the Worker's Compensation system.

11. Disaster Planning/Emergencies.

(a) NHCC shall review annually its disaster plan as it relates to NCCC and the NUMC seventh floor and revise it as necessary. Such plan will be consistent with National Commission on Correctional Health Care (NCHC) or other identified standards, and shall be subject to the Sheriff's Department's approval. NHCC, in conjunction with the Sheriff's Department, shall

conduct appropriate drills at these locations to ensure preparedness for emergencies.

(b) NHCC shall participate as necessary and appropriate in the Emergency Preparedness Plan in cooperation with the Sheriff's Department. An appropriate member of NHCC's staff shall be present in the Sheriff's Department Command Center whenever the Emergency Preparedness Plan is activated.

(c) NHCC shall use commercially reasonable efforts to provide services in a timely and appropriate manner regardless of the occurrence of any unanticipated incidents, contingencies or circumstances at NCCC, and regardless of fluctuations in the Inmate census, except to the extent prevented by disasters, catastrophes or other acts of God. NHCC shall have developed contingency plans approved by the Sheriff's Department that ensure the availability of staffing sufficient to provide services in the event of an emergency (e.g., job action or strike by health professionals or other employees, emergency opening of a closed housing area of NCCC which necessitates additional staff beyond the number and type of health professionals specified herein).

(d) NHCC agrees to use commercially reasonable efforts to provide medical and ancillary staff to the Sheriff's Department in the event of an emergency or disaster, declared or otherwise. NHCC shall cooperate fully with the Sheriff's Department to provide emergency or other services not otherwise specified herein whenever an emergency is declared by Nassau County or upon request from the Sheriff's Department, or by another agency on behalf of the County Executive.

12. Medical Records and Information technology: The NHCC will arrange for appropriate and necessary computer software and hardware to accommodate the needs of the medical services program and to ensure effective interagency communication, provided that the County makes the payments for capital equipment and software. NHCC shall develop and implement written policies and procedures for maintaining unified and collaborative health records. Such procedures shall include maintenance of a single medical record for each inmate covering all admissions to NCCC, inclusion of current notes from all health care providers, and all medication administration records. All medical records, including laboratory reports, etc., shall be timely filed when available.

Medical records shall be separate from the inmate's institutional record. To the extent permitted by the Applicable Regulations and the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the New York Public Health Law, access to individual inmate medical records shall be restricted to NHCC medical personnel and contractors, and to the legal section of the jail and the County when necessary to respond to formal complaints of failure to provide medical care or those alleging injury due to excessive force. Medical information shall be shared with NCCC officers only when the director of the medical unit or the Sheriff or his designee or the Deputy Undersheriff in charge of investigations believes sharing of this information is necessary for the health, safety or security of the institution, staff and inmates. NCCC staff shall be prohibited from divulging inmate medical information to other inmates.

C. Assignment:

1. The Nassau Health Care Corporation's rights and obligations cannot be transferred or subcontracted without written approval from the County, which shall not be unreasonably withheld. The County, by this agreement, incurs no liability to third persons for payment of any compensation provided herein to the Nassau Health Care Corporation. All sub-contracts must be approved by the County. Notwithstanding the foregoing, and in order to avoid disruption of services, the following contracts should continue in effect between Armor and the Vendor until August 31, 2017. Thereafter, NHCC shall substitute another contract for those services, or enter into a direct contract with the Vendor. The cost of such contracts is included in the monthly payments to NUMC for on site services at the jail. The following is a list based on information obtained by NHCC to date, subject to change if additional contracts are in existence and/or needed at the Commencement Date:

- a. Renal Dialysis.
- b. Optometry.
- c. Pharmacy.
- d. Physicist.
- e. Reference Laboratory.
- f. Medical Waste Removal.

Notwithstanding the foregoing, NHCC's professional staffing arrangements, including affiliations, professional services agreements and other contracts with hospitals and other healthcare providers, medical staff arrangements, temporary agency arrangements for

medical and other personnel shall not be considered to be “sub-contracts” or “assignments” requiring County approval or consent.

III. NHCC PERSONNEL PROVIDING SERVICES UNDER AGREEMENT

A. Staffing for Provision of Jail-Based Services.

In consideration of the County payments provided for in this Agreement, NHCC will provide appropriately qualified staff and supervisory and administrative oversight as is reasonable and necessary in connection with provision of the Services at the Jail and at NUMC and other NHCC facilities. In addition, the monthly County payment shall cover the costs of medical supplies and pharmaceuticals utilized at the jail, subject to adjustment to actual cost. The monthly payment will be reconciled quarterly to NHCC’s actual costs, including personnel salaries, fringe benefits, supplies, pharmaceuticals, contracts, and all other costs associated with the provision of services at the Jail, plus an administrative fee of \$3 Million per annum, or 16.7% of the annual total of the monthly advance payments, whichever is higher, to be used in NHCC’s sole discretion in relation to the services covered by this Agreement. The cost of overtime and/or temporary staff in any category shall be included as a personnel cost to be paid by the County.

In addition, the County will pay for NHCC’s start-up costs, including any necessary prepaid expenses and staffing costs that will commence prior to the first service date to allow for on-boarding, employee physicals, TB testing, orientation, training, planning, preparation and other necessary activities.

1. Table of Organization. NHCC shall prepare and deliver to the Sheriff’s Department upon the Commencement date a table of organization that reflects the administrative and clinical management roles of NHCC staff in the delivery of Jail and hospital-based services hereunder.

2. Security Clearance. NHCC shall, at the prospective employee’s expense to the extent not prohibited by law or the applicable collective bargaining agreement, take the fingerprints and conduct a background check of all prospective staff members whose fingerprints are not already on file with the Sheriff’s Department. NHCC shall provide the Sheriff’s Department with all fingerprints. NHCC shall confer with the County in developing appropriate applicant questions and criteria to minimize the potential for prospective employees to pose a threat to the safety and security of the Sheriff’s Department’s facilities. NHCC shall use commercially reasonable efforts such that all prospective and new employees and contractors are advised, in writing, that vital information will be shared with the Sheriff’s Department and the Sheriff’s Bureau of Investigation for the purposes of background investigations. For security purposes only, the Sheriff reserves the right to review and approve employees of

the Nassau Health Care Corporation and assigned to the Jail, subject to any limitations imposed by the Civil Service Laws. Further, the Sheriff must be apprised concurrently of all new hires and terminations. The Sheriff's Department reserves the right to revoke an employee's security clearance at any time. The Sheriff's Department reserves the right to inspect the person and/or any package carried by the person upon entering and leaving the Correctional Center.

3. Minimum Qualifications for Health Professional Staff. Each Health Professional who is a physician performing services under this Agreement shall meet the requirements of the NHCC Credentialing Policy. Each Non-Physician Provider shall possess and maintain all required credentials and qualifications to carry out their duties under this Agreement.

B. Training and Orientation.

1. NHCC shall require its employees and contractors providing services hereunder to attend a one-day orientation session at NCCC. NHCC shall require that all such personnel agree to comply with applicable Sheriff's Department policies and procedures, including security procedures and interaction with inmates.

2. NHCC shall train its employees and contractors assigned to providing services at the Jail in specific methods to prevent inmates from gaining access to and possessing any medical supplies, pharmaceuticals or equipment; and the manner in which all sharp instruments/utensils/supplies will be issued, controlled while in use, stored, and accounted for prior to the end of each shift.

C. NHCC Employee Attire

1. NHCC employees and contractors providing services at NCCC shall be properly attired in a uniform consistent with NHCC policies, provided that NHCC employees shall not wear orange or green uniforms. NHCC staff shall be required to wear name badges and NCCC ID badges at all times. All uniforms and medical-related clothing must be secured in a locked area when not being worn. The Nassau Health Care Corporation's employees must be clean and neat at all times and easily discernible from the non-medical and/or custodial staff.

2. All contract employees shall wear the County Supplied identification badge, with picture, face up in a visible manner from the point at which they enter the building and at all times while in the building until the point they leave the secured areas. In addition, Medical staff must wear a name badge with the title on his or her uniform.

IV. QUALITY IMPROVEMENT AND RISK MANAGEMENT

A. Quality Improvement Program.

1. NHCC will implement a functional, interdisciplinary quality improvement program for medical and mental health care, which shall include development of a written quality improvement plan that includes annual self-evaluation, the provision of evaluations and recommendations regarding clinical guidelines, the selection of performance indicators, internal peer review and the establishment of a Quality Improvement Committee [QIC] as part of NHCC's existing Quality Improvement Program.

2. Quality Improvement Programs, Program Monitoring and Evaluation and other reviews shall be used for Performance Improvement purposes, and development of mutually acceptable Corrective Action Plans, and shall not have any impact on the level of payment to NHCC, and will be limited to the Performance/Quality Improvement program. The County's Inmate Healthcare Contract Monitor may participate in Performance/Quality Improvement program activities. Risk Management systems to be included into NHCC personnel costs.

B. Risk Management.

1. NHCC shall designate patient advocates to whom the Sheriff's Department may forward complaints and other inquiries related to medical, mental health and ancillary services provided by NHCC who will have staff to conduct investigations and report back findings and results within a reasonable amount of time. In addition, NHCC staff will also be expected to receive and respond to complaints from inmates. NHCC shall maintain a record of complaints about health care services.

2. Notwithstanding the foregoing, designated Sheriff's Department staff members shall have access to NHCC's clinical and administrative staff, upon request to NHCC Administration and/or NHCC's Legal Department. Upon granting of such a request, NHCC staff shall reasonably cooperate with investigations. Similarly, upon request to NHCC Administration and/or NHCC's Legal Department, and to the extent permitted by HIPAA and the New York State Public Health Law, Sheriff's Department staff shall also have access to relevant portions of patient records and other patient care-related material, such as logbooks, which shall include information maintained by NHCC's patient advocate staff.

V. INSPECTIONS, REVIEWS AND REPORTING

- A. Inspections. The Sheriff's Department, its employees, representatives and designees shall have the right at any time, given reasonable notice, to inspect the NCCC Facilities where services are performed. NHCC shall render assistance and cooperation to the Sheriff's Department, its employees, representatives and designees in making such inspections.
- B. Program Reviews and Corrective Action Plans.
 - 1. The Sheriff's Department, in cooperation with NHCC, will conduct on-site program reviews. The Sheriff's Department may suggest necessary corrective actions to NHCC. NHCC shall have the opportunity to offer a revised recommendation and shall implement such recommendations agreed upon by the Sheriff's Department and NHCC after discussion between the parties.
 - 2. As noted elsewhere, Quality Improvement Programs, Program Monitoring and Evaluation and other reviews shall be used for Performance/Quality Improvement purposes, and development of Plans of Correction, and shall not have any impact on the level of payment to NHCC other than as provided in the quarterly reconciliations described above.
- C. Statistical Reporting. The Nassau Health Care Corporation will provide monthly statistical reports regarding the services provided under this Agreement.

VI. NCCC Facilities

- A. Maintenance of Facilities.

The County shall be responsible for maintaining the Jail's facilities and fixtures in good repair and condition and in accordance with all applicable Regulations. The County shall undertake to make any necessary repairs to same, as may be reasonably requested by NHCC from time to time. The County shall be responsible for maintaining the Facilities in a clean and sanitary condition in accordance with all applicable Regulations and arranging for a regular monthly program for extermination of rodents, vermin and other pests so that the Facilities at NCCC meet such standards as may be imposed by State, Federal or local health codes, and additional extermination services, as needed. NUMC/NHCC will be responsible for the routine housekeeping, waste removal and other cleaning activities directly related to the clinics and medical treatment areas throughout the NCCC facilities.

B. Facility Equipment and Capital Improvements.

1. Capital Upgrades. The County, or NUMC/NHCC at the direction of the County, shall make the necessary arrangements to acquire, and the County shall pay the full cost of the Capital Upgrades approved by the County at the Jail and/or NUMC in order to accommodate the care of inmates contemplated under this Agreement, including capital equipment and construction related to: laboratory equipment, digital radiology equipment, digital dental equipment, MRI, pharmacy storage and equipment, dialysis equipment, optometric and ophthalmological equipment; extension of the NUMC 7th Floor inmate inpatient rooms area from three rooms to six rooms, including telemetry and security monitoring equipment, plus two isolation rooms on the 7th floor at NUMC. ; Electronic Health Records system and interfaces, including the costs of implementation of systems and conversion of records to electronic form; and other necessary medical equipment. Portable equipment will be returned to the Jail at the conclusion of the contract. Additional equipment and construction needs will be identified as the preparation process continues, and thereafter as services are provided.

The County's initial commitment of capital funds, currently estimated to be \$12,260,000, is subject to the County's review and approval of supporting documentation submitted by NUMC/NHCC. The County shall reimburse NHCC up to ten thousand dollars (\$10,000.00) to construct two adjacent rooms to provide off-site clinic services to inmates that are not otherwise provided at NCCC. As additional capital needs are identified, NHCC shall present those needs to the County for approval and, if so approved, acquisition and payment by the County.

2. Maintenance. NHCC is responsible for maintenance and preventive maintenance of all NHCC medical equipment. Preventive maintenance of any item shall be at a level sufficient to enable the item to remain useful throughout its expected useful life. All maintenance contracts shall include language making them assignable to the County upon termination of this Agreement. The Sheriff's Department shall reimburse NHCC for the reasonable costs of such maintenance. The County shall be responsible for the cost of extended service contracts, and maintenance and preventive maintenance of all medical equipment required for the services under this Agreement, in addition to the fixed fee payable to NHCC under this Agreement. The County also shall pay the licensing fees and other costs of ongoing operation of the electronic medical records system and other equipment and systems whose use requires ongoing license and maintenance fees. In addition, NHCC shall be responsible for the sanitation of all medical equipment and medical storage areas.

3. Repairs, Replacement. The Sheriff's Department must, within thirty (30) days of notification by NHCC (or within a reasonable shorter time frame specifically requested by NHCC in any instance), choose whether or not to pay for a repair, replacement, purchase or lease needed equipment that has not been previously identified. The Sheriff's Department may pay the vendor directly or reimburse NHCC for its payments to the vendor, net of any discounts, credits, rebates or other price reductions applied by the vendor in connection therewith.

4. Inventory. NHCC and the Sheriff's Department will, annually, jointly inventory all County owned capital equipment under the Nassau Health Care Corporation's direct control. As part of this inventory, a general assessment as to the condition and expected useful life of each item will be made. NHCC and the Sheriff's Department should develop an operational diversion control program.

C. Removal of Medical Waste.

NHCC shall be responsible for the proper handling, storage and removal of all medical waste generated at the Facilities. All such waste removal shall be done in accordance with applicable Regulations.

D. Supplies and Medications Maintained at the Facilities.

1. Review: At the commencement of this Agreement, the parties will review the existing inventory of medical, surgical and pharmaceutical supplies and of the equipment at each of the Facilities and will prepare a list of such supplies.

2. Inventory: NHCC will maintain an inventory of all medications, equipment and supplies used at each of the Facilities, to be reviewed no less than every 6 months. Within thirty days of the aforementioned review, the parties will agree upon appropriate par levels for such medication and supplies, including re-order points.

3. Supplies. Supplies (including drugs and durable medical equipment) required for the provision of services shall be reimbursed by the Sheriff's Department.

VII. FINANCIAL PROVISIONS

A. In consideration of the services provided by NHCC, on the first day of each month, the County shall pay to NHCC an advance fee of \$1,500,000.00 per month, subject to final services definitions and staffing plan development, plus 1/12 of an administrative fee of \$3 Million per annum, or 16.7% of the annual total of the monthly advance payments, whichever is higher, to be used in NHCC's sole discretion in relation to the services covered by this Agreement. The County's payment to NHCC

will be adjusted to reflect the actual staffing costs, including all fringe benefits and other costs, including COLA and step increases.

- B. Upon execution of this Agreement, the County shall pay to NHCC an amount equal to \$6,000,000.00, representing four months' monthly advance fee. On the first day of each month of this Agreement, and every month thereafter, the County shall pay to NHCC an amount equal to one month's fee. At the termination of this Agreement, NHCC shall return to the County any funds paid in advance for months that occur after the termination of this Agreement, less any amounts that have not been applied to Jail-related expenses, some of which may extend beyond the termination of this Agreement.
- C. In addition, staffing costs will commence prior to the first service date, to allow for on-boarding, training, planning, preparation and other necessary activities of newly hired staff, and therefore payment to cover those staff as they commence employment will be needed.
- D. Similarly, payments for insurance premiums and other start-up costs may be required in advance of the Commencement Date, in order to have necessary elements in place at the Commencement Date.
- E. The County shall pay all of the costs described in Article VI of this Agreement regarding facilities and equipment. In addition, to the extent that NHCC, rather than the County, acquires any Capital Equipment, the County shall either pay the vendor directly, or provide NHCC with the funds necessary to pay the vendor when the payment is due.
- F. The County shall pay NHCC separately for any services provided at NUMC, in addition to the fixed monthly payment to NHCC for services provided at the Jail. NHCC shall bill the County for services at NUMC or other NHCC facilities at the then-current Medicaid rate for hospital and professional services, plus ancillary costs and costs specific to inmate care.
- G. To assure that the County pays the monthly advance fee each month, and pays NHCC promptly for inpatient and outpatient services provided at NUMC or other NHCC Facilities to inmates and others before, during or after termination of this Agreement, NHCC shall have the right to offset any unpaid amounts against payments that NHCC otherwise would be required to make to the County pursuant to this or any other agreement.
- H. The County shall pay other hospitals and providers for any services they provide, pursuant to arrangements the County puts in place with such other hospitals and providers. NHCC shall in no event be responsible for payments to other hospitals and providers. Any amounts paid by the County to other hospitals and providers will not be deducted from, or have

any other impact on payment by the County of amounts due to NHCC under this Agreement.

- I. The County shall pay the full cost of insurance policies, including Professional Liability, General Liability, Property, Special Crime, Directors & Officers/Employment Practices, and other insurance policies reasonably purchased by NHCC in relation to the implementation of this Agreement at the Jail, including a Rider (obtained at NHCC's initial cost not to exceed \$65,000.00. Any additional annual premium costs are to be paid for by the county during the term of this Agreement) to extend the Professional Liability Policy to cover inmates who are treated at NUMC or other NHCC facilities, and including the cost of Extended Reporting Period ("Tail") coverage at termination. The County also shall pay the full cost of a mutually selected Third Party Administrator engaged for the purpose of managing claims. Such coverage and the County indemnification shall apply to all claims against NHCC, even if a portion of the care was provided by another hospital or provider.
- J. Any and all payments provided for under this Agreement shall be excluded from the "direct pay guaranty" and shall not be offset by the County in relation to any other obligations that NHCC may have to the County. These payments shall not be subject to the 10% reduction in the existing advance program, or to any other holdback or reduction.
- K. Fee schedule: To facilitate payment for services provided at NUMC or other NHCC facilities, NHCC will provide the Sheriff's Department with Medicaid rate schedules for outpatient and inpatient services, and related professional services provided at NUMC as they become available. Charges are based on the following:
 - a. Inpatient facility and professional service costs are based on the then current Medicaid rate in effect, adjusted for any retroactive rate adjustments by Medicaid for the services provided for hospital and professional services provided by NUMC or other NHCC facilities. Non-DRG inpatient services are based on the Medicaid per-diem rate.
 - b. Outpatient service facility and professional costs are based on the then current Medicaid APG rates in effect, adjusted for any retroactive rate adjustments by Medicaid for the services provided for hospital and professional services provided by NUMC or other NHCC facilities. or the fee schedule for services not covered by APG rates.
 - c. Ancillary service costs, inclusive of laboratory, pathology, radiology shall be at the Medicaid rate for the facility and professional components, unless such costs are separately paid by

the Medicaid program, in which case the Sheriff's Department shall pay for such services at the same rate paid by the Medicaid Program, for the facility and professional components.

6. Timing of Payment Claims.

The County shall pay amounts due for services provided at NUMC within 60 days of submission of an Invoice, except where the Office of the Nassau County Comptroller requires additional time to review invoices and approve payment.

7. No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between NHCC and any funding source, including the County.

VIII. INDEPENDENT CONTRACTOR.

The Nassau Health Care Corporation is an independent entity from the County. The Nassau Health Care Corporation shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Nassau Health Care Corporation, be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

Nassau County is an independent entity from the County. Nassau County shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Nassau County, be (i) deemed an NHCC employee, (ii) commit the NHCC to any obligation, or (iii) hold itself, himself, or herself out as an NHCC employee or Person with the authority to commit NHCC to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

IX. No Arrears or Default. Except as set forth in the “due to/due from” ledger entries of the County and NHCC, and subject to ongoing reconciliations, the Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

X. Vouchers; Voucher Review, Approval and Audit and Accounting Procedures; Records.

- A. Payments shall be made to the Contractor as provided herein, and shall be contingent upon (i) the Contractor submitting a claim voucher (the “Voucher”) in a form satisfactory to the County, that (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the “Comptroller”).
- B. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually (“Records”), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, “Cost Principles for Non-Profit Organizations.” Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

XI. COMPLIANCE WITH LAW

- A. Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance

under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

- B. Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:
 - a. Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
 - b. Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
 - c. It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, to the extent applicable to NHCC, and shall provide to the County any information necessary to maintain the certification's accuracy.
- C. Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action, as it deems appropriate.

XII. MINIMUM SERVICE STANDARDS

The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described

in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications (“Approvals”) necessary or appropriate in connection with this Agreement.

XIII. TERMINATION

- A. Generally. This Agreement may be terminated (i) for any reason by the County upon sixty (60) days’ written notice to NHCC, (ii) by the County for “Cause” immediately upon the receipt by NHCC of written notice of termination, (iii) upon mutual written Agreement of the County and the Nassau Health Care Corporation, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word “Cause” includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

- B. By the Contractor: This Agreement may be terminated by NHCC for cause as defined above, or if performance becomes impracticable through no fault of NHCC, where the impracticability relates to the ability of NHCC to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by NHCC delivering to the designated County representative or the Sheriff, at least ninety (90) days prior to the termination date (or a shorter period if ninety days’ notice is impossible), a notice stating (i) that NHCC is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to NHCC’s right to terminate under this subsection. A copy of the notice given to the County representative or Sheriff shall be given to the Deputy County Executive who oversees the administration of the Sheriff’s Department (the “Applicable DCE”) and the Sheriff on the same day that notice is given to the County representative.
- C. NHCC Assistance Upon Termination. In connection with the termination or impending termination of this Agreement, provided that the County pays the full cost of such transition services, the Nassau Health Care Corporation shall, regardless of the reason for termination, take reasonable actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to provide information to the County, in order to assist the County in transitioning the Nassau Health Care Corporation’s responsibilities under this Agreement. Transition assistance shall not include the provision of healthcare services at the Jail. The

provisions of this subsection shall survive the termination of this Agreement.

- D. Termination costs, including payment of employee costs during notice periods during which employees must be paid under applicable contracts or rules, accrued but unused vacation, sick and compensatory time, as appropriate; data migration, and other termination costs of personnel, equipment and services, as well as transition assistance provided by NHCC to the County and/or a successor provider of healthcare services to the Jail, shall be paid by the County. NHCC shall have the right to seek legal fees in connection with the termination of this Agreement and any related litigation. Such costs shall be pro-rated for the period of time the employee provided services at NCCC. Subject to the foregoing, unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.
- E. Upon termination, all equipment and improvements will remain where located, and shall be owned by and available for continued use at such location by the party at whose site they are located, provided, however, that any equipment purchased by NHCC and "lent" to the Sheriff's Department shall be returned to NHCC. Notwithstanding the foregoing, upon termination of services under this Agreement, the County and NHCC shall have twelve (12) months to negotiate terms regarding the disposition of the MRI equipment. During such twelve-month period, the County shall continue to pay the debt service on the MRI equipment, and NHCC shall determine whether it wishes to purchase the MRI equipment for an amount not exceeding Fair Market Value, or return the MRI equipment to the County at the County's cost.

XIV. GENERAL

- A. Indemnification; Defense; Cooperation.
 - a. The County shall be solely responsible for and shall indemnify and hold harmless NHCC, and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, settlements, losses, costs, expenses (including, without limitation, attorneys' fees, expert fees, and all disbursements) and damages ("Losses") not covered by insurance, arising out of or in connection with any acts or omissions of the County, Contractor or a Contractor Agent, arising out of or in any way related to the Jail-Based Services provided to inmates as described in this Agreement, including claims for malpractice, personal injury,

claims for damage to property owned by or leased to NHCC that is located at NCCC and damaged by an inmate, civil rights claims filed by inmates, and all other claims and lawsuits initiated against the County, NHCC related in any way to the provision of the Jail-Based Services, or visitors, including all costs in any way related to the period prior to the commencement of this Agreement, including claims by Armor employees, vendors or contractors into which NHCC is impleaded or named as a defendant and the cost of responding to subpoenas and requests for information covering periods prior to the commencement of this contract, during the term of this contract, and after the termination of this contract, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same. For avoidance of doubt, it is intended by the Parties that the County's Indemnification shall serve as a back up and will provide coverage for any gap or excess of any insurance policies obtained by the County, NHCC, and by Armor (including "tail" coverage) for inmate health services.

- b. The County shall, upon NHCC's demand and at the NHCC's direction, promptly and diligently defend, at the County's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the County shall pay and satisfy any judgment, decree, loss or settlement in connection therewith to the extent that the payment is not otherwise covered by insurance.
- c. The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Sheriff's Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.
- d. The provisions of this Section shall survive the termination of this Agreement.

- B. Legal Compliance. Notwithstanding any other provision in this Agreement, NHCC shall ensure that any service provided pursuant to this Agreement, complies with all pertinent Regulations, and that all necessary approvals thereunder have been obtained.
- C. Inmates' Rights. NHCC and its employees, contractors and agents shall act in accordance with the Regulations, as applicable, and amendments

thereto which, from time to time, may be established by the Sheriff's Department, concerning inmates' rights (i) to be treated with dignity; (ii) to non-discrimination; (iii) to confidentiality and (iv) to know their diagnoses, prognoses and available modalities of care (as long as any amendments established by the Sheriff's Department other than those required by applicable State, Federal and local laws, rules and regulations are consistent with the terms of this Agreement).

- D. Mediation of Disputes. In the event the parties are unable, after a period of 60 days good faith negotiation, to settle any controversy, dispute or claim (each, a "Claim") arising out of or related to this Agreement, then before either party may pursue the Claim before a court or other tribunal, the parties shall submit the Claim to non-binding mediation. The mediator or mediation vendor shall be jointly selected by the parties hereto. The parties shall provide written notice of the Claim to the President of NHCC and the County Executive. The President of NHCC and the County Executive or his or her designee shall meet with representatives of NHCC and the Sheriff's Department in a good faith effort to resolve the Claim. If, following review of the matter by and the recommendation of the President of NHCC and the County Executive, either of the parties is still not satisfied, then such party may pursue its legal remedies.
- E. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.
- F. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.
- G. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
1. Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for

adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Sheriff's Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

2. Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

- H. Exclusion of Third Party Rights. Except as may be specifically set out herein, the parties do not intend that anything contained in this Agreement shall extend rights to any person or entity who is not a party hereto.
- I. Recoupment of Disallowances, Questioned Costs and Over-Payments. Following implementation of the third party billing review process, any adjustments will be made as part of the quarterly reconciliation process. In no event will the County or the Sheriff's Department withhold from future payments due to NHCC any monies determined as a result of that review process to be due back to the Sheriff's Department.
- J. Assignment; Amendment; Waiver; Subcontracting. Subject to the provisions of Paragraph II.D, this Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.
- K. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable,

and (d)(i) if to the Sheriff's Department, to the attention of the Commissioner at the address specified above for the Sheriff's Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Sheriff's Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

L. All Legal Provisions Deemed Included; Severability; Supremacy.

1. Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

2. In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

3. Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

4. Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

M. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

N. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the

subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

O. **Administrative Service Charge.** The administrative service charge for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006 has been waived based on NHCC's status as a governmental entity.

P. **Executory Clause.** Notwithstanding any other provision of this Agreement:

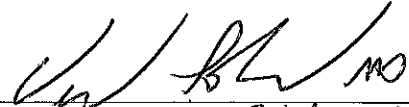
1. **Approval and Execution.** The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all requisite County and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
2. **Availability of Funds.** The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.
3. NHCC's entry into this Agreement and NHCC's commencement of services hereunder is contingent on receipt of formal, final approvals from all agencies, entities and boards with jurisdiction over the provision of healthcare services at the Jail. These include: NHCC's Board of Directors, the County Legislature, the County Executive, the Nassau Interim Finance Authority, and any other required approvals.
4. In addition, the full and final approval of the Nassau County Civil Service Commission shall be required with regard to the engagement of personnel by NHCC and/or the County in connection with the provision of services under this Agreement, whether on an emergency, temporary, provisional, or other basis. This shall be memorialized in a side letter agreement executed by the parties hereto.
5. **Availability of Funds.** The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any

portion of the funds for this Agreement are from the State and/or Federal governments, then beyond funds available to the County from the State and/or Federal governments.

- Q. Compliance with County Appendices. NHCC shall comply with the provisions of Appendix EE attached hereto and made a part hereof, to the extent applicable to NHCC.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

NASSAU HEALTH CARE CORPORATION

By: 
Name: Victor P. Roberts MD
Title: Pres/CEO
Date: 6/20/17

NASSAU COUNTY

By: _____
Name: _____
Title: Deputy County Executive
Date: _____

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 20th day of June in the year 2017 before me personally came Victor F. Polk MD to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is the President / CEO of Nassau Health Care Corp (Inc) the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.


NOTARY PUBLIC

MEGAN C. RYAN
Notary Public, State of New York
No. 02RY6142488
Qualified in Nassau County
Commission Expires Mar 20, 2018

May 28 2018

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the

recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or

orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards

and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

_____ (Name)

_____ (Address)

_____ (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor _____ has _____ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

- _____
- _____
4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _____ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

Dated

Signature of Chief Executive Officer

Name of Chief Executive Officer

Sworn to before me this

_____ day of _____, 20__.

Notary Public



E-155-17

Contract Details

SERVICE: Personal Services-Technical Assistance
in Provision of Inmate Healthcare

NIFS ID # CLCC17000001

NIFS Entry Date: 4/17/2017

Term: from 9/11/17 to 12/11/17

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name Community Oriented Correctional Health Services	Vendor ID# EIN# 20-3638746
Address 675 61 st Street Oakland, California 94609	Contact Person Steven Rosenberg
	Phone 510-595-7360 e-mail:

County Department
Department Contact Narda Hall
Address 100 Carman Ave East Meadow, NY 11554
Phone 516-572-3810

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<i>[Signature]</i>	<input checked="" type="checkbox"/>
	OMB	NIFS Approval (Contractor Registered)	<input checked="" type="checkbox"/> 4/20/17	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
4/23/17	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/> 5/1/17	<i>[Signature]</i>	
5/1/17	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/> 5/1/17	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>		
	County Attorney	NIFS Approval	<input type="checkbox"/>		
	Comptroller	NIFS Approval	<input type="checkbox"/>		
6/21/17	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/> 6/22/17	<i>[Signature]</i>	



Contract Summary

Description: Term 9/11/17-12/11/17
Description: Personal services to provide technical assistance in the provision of inmate healthcare at NCCC, and in the contract negotiations and transition with the new inmate healthcare provider at NCCC
Purpose: To extend the term and increase the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement.
Method of Procurement: N/A- this is an amendment to an existing contract awarded as a result of an expedited and streamlined solicitation for these specialized services.
Procurement History: Expedited and streamlined solicitation from four qualified entities with expertise in the field of inmate healthcare. Please see memo attached to the original Agreement annexed hereto.
Description of General Provisions: See above
Impact on Funding / Price Analysis: \$45,000.00
Change in Contract from Prior Procurement: NONE
Recommendation: Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	10
Resp:	1320
Object:	DE524
Transaction:	CL

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$45,000.00
Federal	\$
State	\$
Capital	\$
Other	
TOTAL	\$45,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	CCGEN1320/DE524	\$45,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
	TOTAL	\$45,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Maria Love

Date: 4/17/17

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: <i>[Signature]</i>
Name:	Name:	Date: 6/22/17
Date:	Date:	(For Office Use Only)
		E #:

RULES RESOLUTION NO. – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE COUNTY SHERIFF'S DEPARTMENT, AND
COMMUNITY ORIENTED CORRECTIONAL HEALTH SERVICES

WHEREAS, the County has negotiated an amendment to a personal services agreement with Community Oriented Correctional Health Services to provide technical assistance in supervising the workflow and contract compliance of the current health care provider's contractual services onsite at the Nassau County Correctional Center, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the amendment to an agreement with Community Oriented Correctional Health Services



Nassau County Interim Finance Authority

Contract Approval Request Form

(As of March 2017)

1. Vendor: Community Oriented Correctional Health Services

2. Dollar amount requiring NIFA approval: \$ 45,000.00

Amount to be encumbered: \$ 45,000.00

This is a ☐ New Contract ☐ Advisement ☒ Amendment

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 09/11/2017-12/11/2017

Has work or services on this contract commenced? ☒ Yes ☐ No

If yes, please explain: Contractor continuing services as amendment is sent through approval

4. Funding Source:

☒ General Fund (GEN) ☐ Grant Fund (GRT)
☐ Capital Improvement Fund (CAP) Federal % ☐
☐ Other State % ☐
County % ☐

Is the cash available for the full amount of the contract? ☐ Yes ☐ No
If not, will it require a future borrowing? ☐ Yes ☐ No

Has the County Legislature approved the borrowing? ☐ Yes ☐ No

Has NIFA approved the borrowing for this contract? ☐ Yes ☐ No

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Amendment to a contract for personal services of qualified professionals in the area of correctional health care to provide technical assistance in supervising the workflow and contract compliance of the current health care provider's contractual services onsite at the Nassau County Correctional Center. The amendment renews and extends the contract for three months and increases the amount \$45,000.00

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form ☐ Yes ☐ No ☐ N/A
Nassau County Committee and/or Legislature ☐ Yes ☐ No ☐ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

CQCC16000009 \$45,000.00
CLCC16000002 \$100,000.00

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Roseann Bell 4/25/17
Signature Title Date

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

____ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

____ I certify that the bonding for this contract has been approved by NIFA.

____ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Payment is not guaranteed for any work commenced prior to this approval.

Signature Title Date

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, relevant Nassau County Legislature communication documents and relevant supplemental information as specified in the NIFA Contract Guidelines that pertain to the items requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review. NIFA reserves the right to request additional information as needed.

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Community Oriented Correctional Health Services

CONTRACTOR ADDRESS: 675 61st Street, Oakland CA 94609

FEDERAL TAX ID #: 20-3638746

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☒ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on September 11, 2017 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after an expedited and streamlined solicitation from four corporations/medical professionals with expertise in the field of correctional healthcare.

[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☒ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41*, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature

5/10/17

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NO

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 9/3/14

Vendor: COCITS

Signed: [Signature]

Print Name: STEVEN ROSENBERG

Title: President

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaires.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Steven Rosenberg
Date of birth 06 / 04 / 1950
Home address 190 Tuscany C,
City/state/zip Del Ray Beach, Florida, 33446
Business address 675 61st St,
City/state/zip Oakland, CA, 94609
Telephone 510.595.7360
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President X / 01 / 06 Treasurer _____
Chairman of Board _____ Shareholder _____
Chief Exec. Officer _____ Secretary _____
Chief Financial Officer _____ Partner _____
Vice President _____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES _____ NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES _____ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO _____
If Yes, provide details.

Owner of a real estate business.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ____ NO X
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ____ NO X If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO X If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If "Yes", provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO X If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO x If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO x If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO x If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO x If Yes, provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO x If Yes, provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO x If Yes, provide details for each such year.

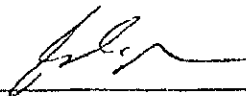
CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

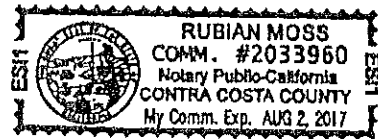
I, STEVEN ROSENBERG, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 7 day of APRIL

2017



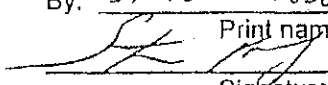
Notary Public



Name of submitting business: Cochs

By: STEVEN ROSENBERG

Print name



Signature

President

Title

4 17 2017

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Elizabeth Schneider
Date of birth 05 / 06 / 1980
Home address 6085 Colton Blvd
City/state/zip Oakland, CA 94611
Business address 675 61st St.
City/state/zip Oakland, CA, 94609
Telephone 510-595-7360
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President ____/____/____ Treasurer ____/____/____
Chairman of Board 3 / 1 / 14 Shareholder ____/____/____
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ____ NO x If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO x If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES x NO ____
If Yes, provide details. Founder of EAS Management

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ____ NO x
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES ____ NO x If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO x If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO x If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO x If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ____ NO x If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO x If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO x If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO x If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes, provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes, provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

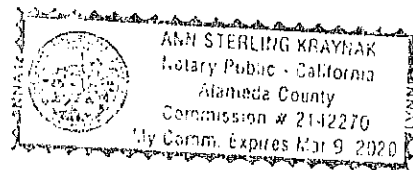
CERTIFICATION

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I, Elizabeth Schneider, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments: that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 15 day of April 2017

Austrian
Notary Public



COCHS

Name of submitting business

Elizabeth Schneider

Print name

EAC

Signature

BOARD CHAIR

Title

4, 12, 17

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable," No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 7/15/2016 Rev. 4/3/17

1) Proposer's Legal Name: Community Oriented Correctional Health Services

2) Address of Place of Business: 675 61st St., Oakland, CA, 94609

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone: 510.595.7360

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: 020307838

5) Federal I.D. Number: 20-3638746

6) The proposer is a (check one): Sole Proprietorship Partnership
Corporation Other (Describe) non-profit

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes x No If Yes, please provide details: Shares office space with Mr. Rosenberg's real estate business

8) Does this business control one or more other businesses? Yes No x If Yes, please provide details: _____

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details. _____
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract). _____
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ☐ No ☒ If Yes, provide details for each such investigation. _____
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. _____
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. _____
- b) Any misdemeanor charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. _____
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ☐ No ☒

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
Yes ____ No X If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ____ No X If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ____ No X If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ____ No X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

COCHS has a general counsel and board that provide opinions on conflicts

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Vermont Department of Corrections

Contact Person Ben Watts

Address 280 State Dr., NOB 2 South, Waterbury, VT

City/State Waterbury, VT, 05671

Telephone 802.241.0061

Fax # 802-951-5086

E-Mail Address Benjamin.Watts@vermont.gov

Company Chatham County
Contact Person Michael A. Kaigler
Address 124 Bull St., P.O. Box 8161
City/State Savannah, Georgia
Telephone 912.652.7869
Fax # 912.652.7874
E-Mail Address mkaigler@chathamcounty.org

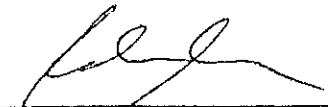
Company Miami-Dade County Jail
Contact Person Jesus Estrada
Address 1611 N. W. 12Th Avenue West Wing 279
City/State Miami, Florida 33136
Telephone 305.585.1111
Fax # 305.585.0004
E-Mail Address manny.estrada@jismiami.org

CERTIFICATION

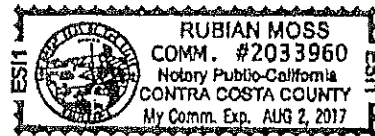
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I, STEVEN ROSENBERG, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 7 day of APRIL 2017

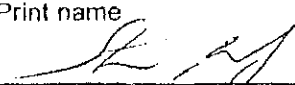


Notary Public



COLAS

Name of submitting business
STEVEN ROSENBERG

Print name


Signature
President

Title
4, 17, 2017

Date

THIS DOCUMENT HAS A 'VERIFY FIRST' TRUE WATERMARK AND VISIBLE FIBERS DISCERNIBLE FROM BOTH SIDES

CITY OF OAKLAND

BUSINESS TAX CERTIFICATE

ACCOUNT

NUMBER

00174112

EXPIRATION DATE

12/31/2017

BUSINESS LOCATION

675 61ST ST

OAKLAND, CA 94609-1205

BUSINESS TYPE

COMMUNITY ORIENTED CORRECTIONAL HEALTH SERVICES

MAILING ADDRESS

675 61ST ST

OAKLAND, CA 94609-1205

A BUSINESS TAX
CERTIFICATE IS REQUIRED
FOR EACH BUSINESS
LOCATION AND IS NOT VALID
FOR ANY OTHER ADDRESS.

ALL OAKLAND BUSINESSES
MUST OBTAIN A VALID
ZONING CLEARANCE TO
OPERATE YOUR BUSINESS
LEGALLY. RENTAL OF REAL
PROPERTY IS EXCLUDED
FROM ZONING.

PUBLIC INFORMATION
ABOVE THIS LINE TO BE
CONSPICUOUSLY POSTED!

THIS DOCUMENT IS ALTERATION PROTECTED AND REFLECTS FLUORESCENT FIBERS UNDER UV LIGHT

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Community Oriented Correctional Health Services

Address: 675 61st St.

City, State and Zip Code: Oakland, CA, 94609

2. Entity's Vendor Identification Number: 20-3638746

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☐ Closely Held Corp ☒ non-profit ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary).

✓ Steven Rosenberg, President

✓ Elizabeth Schneider, Board Chair

Silas Elwood York, Jr., Board member

John Miles, Board member

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

N/A None

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

N/A None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence or promote a matter before Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

N/A None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

NONE

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NONE

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 4/2/12

Signed: *SK*

Print Name: STEVEN KOENIG

Title: President

AMENDMENT NO. 2

AMENDMENT, dated as of June 9, 2017 (together with the rate schedule and appendices and attachments, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Sheriff's Department, having its principal office at 100 Carman Avenue, East Meadow, New York 11554 (the "Department"), and (ii) Community Oriented Correctional Health Services, having its principal place of business at 675 61st Street, Oakland, California 94609 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQCC16000009 between the County and the Contractor, executed on behalf of the County on September 12, 2016, as amended by amendment one (1), County contract amendment number CLCC16000002, executed on behalf of the County on January 19, 2017 (the "Original Agreement") the Contractor provides technical and expert assistance to the County to ensure continued contractual compliance of the current health care provider onsite at the Nassau County Correctional Center ("NCCC") and quality care to the inmates in the custody of the Department, which services are more fully described in the Original Agreement ("Services");

WHEREAS, the term of the Original Agreement is from September 12, 2016 until September 11, 2017, unless sooner terminated in accordance with the provisions of the Original Agreement; provided that the County, at its sole option, may renew the Original Agreement for an additional period of up to three months, under the same terms and conditions (the "Original Term");

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was One Hundred Forty-five Thousand Dollars (\$145,000.00) (the "Maximum Amount"); and

WHEREAS, the County and the Contractor desire to amend the Services and renew the Original Agreement by extending the Original Term and increasing the Maximum Amount.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term. The Original Agreement shall be renewed and thereby extended by three months, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 11, 2017.

2. Services. In addition to the Services set forth in the Original Agreement, Contractor shall provide the following:

- a. Reviews of inpatient medical, mental health and dental claims for services provided to inmates in the custody of the Department at the Nassau University Medical Center, or any other hospital at which said inmates receive medical or mental health treatment.
- b. Reviews of outpatient medical, mental health and dental claims for services provided to inmates in the custody of the Department at the Nassau University Medical Center, or any other hospital at which said inmates receive outpatient treatment.
- c. Utilization review and analysis based on claims for services provided to inmates in the custody of the Department by Nassau University Medical Center, or any other hospital at which said inmates receive treatment, submitted to Contractor for review; and
- d. Prepare and submit written reviews of the aforementioned claims, which shall minimally include the following: patient name, date of birth and ICN; reviewing practitioner's name and title; a list of all documents/materials reviewed; review summary and full narrative; determination with respect to each claim (i.e., substantiated, partially substantiated, unsubstantiated).

3. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by **Forty-five Thousand Dollars (\$45,000.00)** (the "Amendment Maximum Amount"), so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be **One Hundred Ninety Thousand Dollars (\$190,000.00)** (the "Amended Maximum Amount"). The Contractor shall be reimbursed within the Amended Maximum Amount for reasonable and necessary expenses actually incurred in carrying out the Services of the Amended Agreement, provided that such expenses have been pre-approved by the Department, and expenses for travel are in accordance with the guidelines attached to this Amendment as Exhibit A.

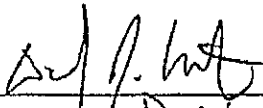
4. Reports. All reports submitted by the Contractor for Services performed under the Amended Agreement shall be in a form specified and pre-approved by the Nassau County Deputy County Attorney assigned to review such reports.

5. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties during the term of Amended Agreement.

[Remainder of Page Left Intentionally Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date executed by the County.

COCHS

By: 
Name: Daniel J. Mistak
Title: General Counsel
Date: 6/9/17

NASSAU COUNTY

By: _____
Name: _____
Title: Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF ~~NEW YORK~~) CALIFORNIA

)ss.:

COUNTY OF ~~NASSAU~~) CONTRA COSTA

On the 9 day of JUNE in the year 2017 before me personally came DANIEL J. MURRAY to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of ALAMEDA; that he or she is the GENERAL COUNSEL of C.O.C.H.S., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.



NOTARY PUBLIC



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year ____ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a **Deputy County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Exhibit A

Travel Expenses - The County will pay for necessary and reasonable long distance travel (in excess of 30 miles from the office of the Contractor) expenses provided that the travel is approved in advance by the County, and providing that:

- a. Each expense is separately identified (air fare, hotel, rental car, parking, etc.), with an amount and date incurred.
- b. Charged mileage does not exceed the current allowable Internal Revenue Service rate.
- c. Air travel is coach or economy rate and a copy of the airline voucher is submitted to the County with the invoice.
- d. Hotel accommodations shall be made at the Hampton Inn Garden City at the Long Island CVB discount. If such accommodations are unavailable, then accommodations shall be made at a similar facility with a similar rate
- e. A flat per diem of \$50 per day on site.
- f. Contractor shall use the most cost effective method of transportation.
- h. The County will not pay for entertainment expenses including, but not limited to, expenses incurred to entertain clients, personal comfort and luxury items.

The County understands and recognizes that the Contractor will seek the most economic accommodations; although on-site days may be approved in advance, the trip may not be booked until more clarity is available regarding where the Contractor is traveling to and from. The Contractor will book travel accommodations as soon as possible in good faith.

Requested Data:

1) Professional History

- i) 10/2005
 - ii) None
 - iii) Officers
 - (1) Steven Rosenberg, President, 190 Tuscany C., Del Ray Beach, FL, 33446
 - (2) Elizabeth Schneider, Board Chair, 6085 Colton Blvd, Oakland, CA, 94611
 - iv) California
 - v) 12
 - vi) \$1.2 Million
 - vii) COCHS has worked in many jurisdictions across the country to identify, select, and monitor health care providers in the jail. COCHS worked with Washington, D.C., to install the local federally qualified health center as the care provider in the jail. COCHS worked with the Department of Corrections in the State of Vermont to create a request for proposal (RFP) to bring a new provider into the jail. This RFP was the first RFP to link payment with quality of care. COCHS has continued to provide quality assurance for the Dept. of Corrections as it installed the new provider in the jail. COCHS was also consultant to Mayor Bill DeBlasio for the Task Force on Behavioral Health and the Criminal Justice System. COCHS has also worked with Chatham County, Georgia, to craft an RFP for a new health care vendor, and COCHS will be providing ongoing monitoring of the quality of care in the jail.
- b) 10 years in business
- c) See Above

Cost Proposal:

We will provide the above service for \$300/hr.



COMMORI-01

DPAHLKE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/13/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services Inc. P. O. Box 5076 San Ramon, CA 94583		CONTACT Karen Lahman NAME: PHONE (A/C, No, Ext): (925) 415-1110 FAX (A/C, No): (951) 231-2572 E-MAIL: cal.cpu@hubinternational.com ADDRESS:		
INSURED Community Oriented Correctional Health Services Inc 675 61st Street Oakland, CA 94609		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Sentinel Insurance Company, Ltd.		11000
		INSURER B: State Compensation Insurance Fund of California		35076
		INSURER C: Markel Insurance Company		38970
		INSURER D: Kinsale Insurance Company		38920
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		57SBMZ5531	03/11/2017	03/11/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			57SBMZ5531	03/11/2017	03/11/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	1908986517	02/21/2017	02/21/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab			MGB46557	08/31/2016	08/31/2017	\$5,000 Deductible 3,000,000
D	Excess Prof Liab			0100042288-0	08/31/2016	08/31/2017	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Nassau County is Additional Insured with regard to General Liability when required by written contract, per attached form SS0008 04/05.

CERTIFICATE HOLDER

CANCELLATION

Nassau County 1550 Franklin Ave Mineola, NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



NASSAU COUNTY
SHERIFF'S DEPARTMENT
Web: <http://www.nassaucountyny.gov/>

Contractor Evaluation Form

Contract Number: E-194-16

Contract Name: Personal Services: Technical Assistance in Oversight of Inmate Health Contract Compliance

Service Provided: Monitoring Health Care Services at Nassau County Correctional Facility.

Evaluation Period: From: 8/1/16 To: 6/15/17

Evaluator's Name, Title, Phone #: Martha Krisel, Deputy County Attorney
516-227-7130

Date: June 15, 2017

Please evaluate the contractor's performance for the evaluation period. Upon completing factors (a) through (e), provide your overall assessment of contractor performance and answer the final question. Definitions of the rating scale and rating factors are provided on the back of this form. Additional comments may be provided on a separate sheet.

RETURN THE COMPLETED FORM TO: Captain Michael Golio, Sheriff's Department

PERFORMANCE EVALUATION FACTORS	Unsatisfactory 1	Poor 2	Fair 3	Good 4	Excellent 5
a. Quality of Service				x	
b. Timeliness of Service				x	
c. Cost Effectiveness				x	
d. Responsiveness to Requests				x	
e. Number of Complaints				x	
f. Problem Resolution				x	
Overall Performance Evaluation				x	

Do you recommend the contractor for future contracts? Yes No

If rated 3 or lower & Yes checked, please explain below:

Definition of Quantitative Scale:

1 = Unsatisfactory 2 = Poor 3 = Fair 4 = Good 5 = Excellent

Unsatisfactory	Performance is not effective.
Poor	Performance is marginally effective.
Fair	Performance is somewhat effective.
Good	Performance is consistently effective.
Excellent	Performance exceeds expectations.

Definition of Rating Factors:

Quality of Service. This factor addresses the quality of service provided by the contractor. In assessing service quality, address the following questions:

- Does the vendor comply with contract requirements?
- Are reports accurate?
- Are vendor staff properly trained and managed?
- Does the vendor exhibit technical proficiency in service delivery?
- Does the vendor understand and embraces service and program goals?
- Is positive feedback received from customers served and SHERIFF staff?

Timeliness of Performance. This factor addresses the timeliness of service delivery. In assessing timeliness of performance, address the following questions:

- Does the vendor meet established schedules for service delivery?
- Is the vendor reliable?
- Does the vendor stay on schedule despite problems?

Cost Effectiveness

- Does the vendor operate within the contract budget?
- Are vendor personnel appropriate for the service provided?
- Does the vendor exhibit an appropriate and efficient use of resources?
- Are billings current, accurate and complete?
- Are costs properly allocated?
- Does the vendor bill unallowable costs?

Responsiveness to SHERIFF Requests

- Are the vendor's communications clear and effective?
- Is the vendor positively responsive to SHERIFF requests?
- Is the vendor positively responsive to SHERIFF special requests?

Number of Complaints

- Have a large number of complaints concerning service delivery been received from:
 - SHERIFF staff?
 - Other Nassau County departments?
 - Customers served?

Problem Resolution.

- Is the vendor able to positively address and resolve problems?
- Is the vendor pro-active in anticipating and avoiding or mitigating problems?
- Does the vendor satisfactorily overcome or resolve problems?
- Does the vendor provide prompt notification of problems to Sheriff?
- Does the vendor provide effective solutions?
- Does the vendor take prompt corrective action?

Contract ID#: CCLC16000009

Department: _____

E-240-16 *Jm***Contract Details**

SERVICE: Personal Services - Technical Assistance in Provision of Inmate Healthcare

NIFS ID #: CCLC16000002 NIFS Entry Date: 10/7/16 Term: from 7/2/16 to 9/17/17

New <input type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Amendment <input checked="" type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. §32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES#		

Agency Information

Vendor	
Name: Community Oriented Correctional Health Services	Vendor ID#: EIN #20-3638746
Address: 675 61 st Street Oakland, California 94609	Contact Person: Steven Rosenberg
	Phone: 510-595-7360

County Department
Department Contact: Charles Campisi, Commissioner of Correction
Address: 100 Carman Avenue, East Meadow, NY 11551
Phone:

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Approved	SIGNATURE	Leg. Approval Required
3/9/09	Department	NIFS Entry (Dept) NIFS Appl (Dept. Head) Contractor Registered SEORA: Type I Type II	<input type="checkbox"/>	<i>[Signature]</i>	
	DPW (Capital Only)	CF Capital Fund Approval	<input type="checkbox"/>	<i>[Signature]</i>	
	OMB	Contractor Registered NIFS Approval	<input type="checkbox"/>	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not required if Blanket Res
	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/>	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/>	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fwd Original Contract to CA	<input type="checkbox"/>		
	County Attorney	NIFS Approval	<input checked="" type="checkbox"/>	<i>[Signature]</i>	
	Comptroller	NIFS Approval	<input checked="" type="checkbox"/>	<i>[Signature]</i>	
10/7/16	County Executive	Notification Filed with Clerk of the Leg.	<input checked="" type="checkbox"/>	<i>[Signature]</i>	

Contract ID#: _____



Department: _____

Contract Summary

Description: Personal services to provide technical assistance in the provision of inmate healthcare at NCCC, and in the contract negotiations and transition with the new inmate healthcare provider at NCCC.
Purpose: To extend the term and increase the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement
Method of Procurement: N/A - this is an amendment to an existing contract awarded as a result of an expedited and streamlined solicitation for these specialized services.
Procurement History: Expedited and streamlined solicitation from four qualified entities with expertise in the field of inmate healthcare. Please see memo attached to the original Agreement annexed hereto
Description of General Provisions: See above.
Impact on Funding / Price Analysis: \$100,000.00
SEQRA determination
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	10
Resp:	1320
Object:	DE524
Transaction:	CL

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	
County	\$100,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$100,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ccgen 1320/DE 524	\$100,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$100,000.00

RENEWAL	
% Increase	
% Decrease	

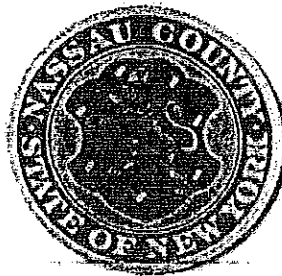
Document Prepared By: _____

Date: _____

NIIS Certification	Comptroller Certification	County Executive Approval
Identify that this document was accepted into NIIS:	Identify that an unencumbered balance sufficient to cover the contract is present in the appropriation to be charged:	Name: _____ Date: _____
Name: _____ Date: 1/13/17	Name: _____ Date: 1/12/17	Name: _____ Date: 10/7/16 (for Office Use Only)
		E #: _____

17 JAN 23 AM 11

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Community Oriented Correctional Health Services

CONTRACTOR ADDRESS: 675 61st Street, Oakland, CA 94609

FEDERAL TAX ID #: 20-3638746

Instructions: Please check the appropriate box ("☐") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

6-240-14

RULES RESOLUTION NO. 372 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE COUNTY SHERIFF'S DEPARTMENT, AND
COMMUNITY ORIENTED CORRECTIONAL HEALTH SERVICES

Passed by the Rules Committee
County Legislature

11/7/19

7-0-0
7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Community Oriented Correctional Health Services to provide technical assistance in supervising the workflow and contract compliance of the current health care provider's contractual services onsite at the Nassau County Correctional Center, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the amendment to an agreement with Community Oriented Correctional Health Services

III. ☒ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on September 12, 2016 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after an expedited and streamlined solicitation from four corporations/medical professionals with expertise in the field of correctional healthcare. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-a, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☒ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.


Department Head Signature

10/2/16
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers/Prof. Services Contracts, Rev. 03/16



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NONE

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, in his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated

8/17/16

Vendor:

CDC HS

Signed:

[Signature]

Print Name:

STEVEN KALONIKOS

Title:

President



COCHS

COMMUNITY
ORIENTED
CORRECTIONAL
HEALTH
SERVICES

875 6th Street, Oakland, CA 94608 Telephone: 510 595 7350 Fax: 510 595 7350 www.cochs.org

Elizabeth Loconosolo
Counsel
Office of the Nassau County Executive
240 Old Country Rd.
Mineola, NY 11501

Ms. Loconosolo:

COCHS attests that there are no revisions or updates to the disclosure forms submitted and reviewed by the NC Rules Committee on September 12, 2016.

Many thanks,

Steven Rosenberg
President
Community Oriented Correctional Health Services, Inc.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Steven Rosenberg
Date of birth 06 / 04 / 1950
Home address 190 Tuscany C.
City/state/zip Del Ray Beach, Florida, 33446
Business address 675 61st St.
City/state/zip Oakland, CA, 94609
Telephone 510.595.7360
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President X / 01 / 06 Treasurer _____
Chairman of Board _____ / _____ Shareholder _____ / _____
Chief Exec. Officer _____ / _____ Secretary _____ / _____
Chief Financial Officer _____ / _____ Partner _____ / _____
Vice President _____ / _____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES _____ NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES _____ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES _____ NO _____
If Yes, provide details.

N/A

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ☐ NO ☐
If Yes, provide details. N/A

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ☐ NO ☒ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ☐ NO ☒ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ☐ NO ☒ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it, and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ☐ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If "Yes", provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ☐ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO x If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO x If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO x If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO x If Yes, provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO x If Yes, provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO x If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Steven Rosenberg, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 15 day of July, 2016

[Signature]
Notary Public



COCHS
Name of submitting business

STEVEN ROSENBERG
Print name

[Signature]
Signature

PRESIDENT
Title

7/15/16
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable."
No blanks.

(USE ADDITIONAL SHEETS, IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS):

Date: 7/15/2016

1) Proposer's Legal Name: Community Oriented Correctional Health Services

2) Address of Place of Business: 675 61st St., Oakland, CA, 94609

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone: 510.595.7360

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: 020307838

5) Federal I.D. Number: 20-3638746

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Other (Describe) non-profit

7) Does this business share office space, staff, or equipment expenses with any other business?

Yes ☐ No ☐ If Yes, please provide details: n/a

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No x If Yes, provide details: _____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No x If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture, or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No x If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No x If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No x If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ___ No x If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? Yes ___ No x If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No x

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
Yes ____ No x If Yes, provide details for each such conviction: _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ____ No x If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business, had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ____ No x If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ____ No x If Yes, provide details for each such year. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.
COCHS has a general counsel and board that provide opinions on conflicts

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments;
- viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Vermont Department of Corrections

Contact Person Ben Watts

Address 280 State Dr. NOB 2 South, Waterbury, VT

City/State Waterbury, VT, 05671

Telephone 802-241-0061

Fax # 802-951-5086

E-Mail Address Benjamin.Watts@vermont.gov


CERTIFICATION

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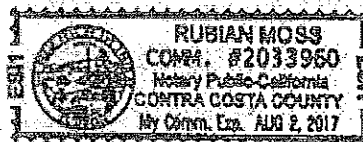
I Steven Rosenberg, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 15 day of JULY

2016



Notary Public



Name of submitting business: Community Oriented Correctional Health Services

By Steven Rosenberg

Print name



Signature

President

Title

07 / 15 / 2016
Date

Company Chatham County

Contact Person Michael A. Kaigler

Address 124 Bull St., P.O. Box 8161

City/State Savannah, Georgia

Telephone 912.652.7869

Fax # 912.652.7874

E-Mail Address mkaigler@chathamcounty.org

Company Miami-Dade County Jail

Contact Person Jesus Estrada

Address 1611 N. W. 12Th Avenue West Wing 279

City/State Miami, Florida 33136

Telephone 305.585.1111

Fax # 305.585.0004

E-Mail Address manny.estrada@jismiami.org

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Steven Rosenberg
Date of birth 06 / 04 / 1950
Home address 198 Tucany C.
City/state/zip Del Ray Beach, Florida, 33446
Business address 675 61st St.
City/state/zip Oakland, CA, 94609
Telephone 510.595.7360
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President X / 01 / 06 Treasurer _____
Chairman of Board _____ Shareholder _____
Chief Exec. Officer _____ Secretary _____
Chief Financial Officer _____ Partner _____
Vice President _____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES _____ NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES _____ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO _____
If Yes, provide details.

Owner of a real estate business.

Requested Data.

A. Professional History

- i. 10/2005
 - ii. N/A
 - iii. Officers:
 - I. Steven Rosenberg, 190 Tuscany C., Del Ray Beach, FL 33446
 - iv. California
 - v. 12
 - vi. \$1.2 Million
 - vii. COCHS has worked in many jurisdictions across the country to identify, select, and monitor health care providers in the jail. COCHS worked with Washington, D.C., to install the local federally qualified health center as the care provider in the jail. COCHS worked with the Department of Corrections in the State of Vermont to create a request for proposal (RFP) to bring a new provider into the jail. This RFP was the first RFP to link payment with quality of care. COCHS has continued to provide quality assurance for the Department of Corrections as it installed the new provider in the jail. COCHS was also consultant to Mayor Bill DeBlasio for the Task Force on Behavioral Health and the Criminal Justice System. COCHS has also worked with Chatham County, Georgia, to craft an RFP for a new health care vendor, and COCHS will be providing ongoing monitoring of the quality of care in the jail.
 - viii. Attached
- B. 10 years in business
- C. See above.

Cost Proposal:

We will provide the above services for \$300/hr.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO X
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ___ NO X If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ___ NO X If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO X If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it, and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ___ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If "Yes", provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ___ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ___ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ___ NO X If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO X If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes, provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes, provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name Elizabeth Schneider
Date of birth 05 / 06 / 1980
Home address 6085 Colton Blvd
City/state/zip Oakland, CA 94611
Business address 675 51st St.
City/state/zip Oakland, CA 94609
Telephone 510-595-7360
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President / / Treasurer / /
Chairman of Board 3 / 1 / 14 Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / / Partner / /
Vice President / /
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES NO X If Yes, provide details. _____
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO X If Yes, provide details. _____
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ;
If Yes, provide details. Founder of BAS Management

CERTIFICATION

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I, Steven Rosenberg, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 15 day of July, 2016



Notary Public



COCKS
Name of submitting business

STEVEN ROSENBERG
Print name


Signature

PRESIDENT
Title

7.15.16
Date

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ____ NO x
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 6 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ____ NO x If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO x If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO x If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO x If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If "Yes", provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ____ NO x If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO x If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO x If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO x If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES _____ NO x If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES _____ NO x If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES _____ NO x If Yes, provide details for each such investigation.

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11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES _____ NO x If Yes, provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES _____ NO x If Yes, provide details for each such year.

AMENDMENT NO. 1

AMENDMENT, dated as of 10/6, 2016 (together with the rate schedule and appendices and attachments, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Sheriff's Department, having its principal office at 100 Carman Avenue, East Meadow, New York 11554 (the "Department"), and (ii) Community Oriented Correctional Health Services, having its principal place of business at 675 61st Street, Oakland, California 94609 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQCC16000009 between the County and the Contractor, executed on behalf of the County on September 12, 2016 (the "Original Agreement") the Contractor provides technical and expert assistance to the County to ensure continued contractual compliance of the current health care provider onsite at the Nassau County Correctional Center ("NCCC") and quality care to the inmates in the custody of the Department, which services are more fully described in the Original Agreement ("Services");

WHEREAS, the term of the Original Agreement is from September 12, 2016 until March 11, 2017, unless sooner terminated in accordance with the provisions of the Original Agreement, provided that the County, at its sole option, may renew the Original Agreement for an additional period of up to six months, under the same terms and conditions (the "Original Term");

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Forty-five Thousand Dollars (\$45,000.00) (the "Maximum Amount"); and

WHEREAS, the County and the Contractor desire to extend the Term of the Original Agreement and increase the Maximum Amount;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term. The Original Agreement shall be renewed and thereby extended by six months, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be September 11, 2017;

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Hundred Thousand Dollars (\$100,000.00) (the "Amendment Maximum Amount"), so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement

Page 4 of 4

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

N/A None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts:

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 7/15/2016

Signed: 

Print Name: Steven Rosenberg

Title: President

6. List all affiliated and related companies and their relationship to the firm entered on line 1, above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

N/A None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence or promote a matter before Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

N/A None

E-194-16
Additional Backup 2

Page 1 of 4

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Community Oriented Correctional Health Services

Address: 675 61st St.

City, State and Zip Code: Oakland, CA, 94609

2. Entity's Vendor Identification Number: 20-3638746

3. Type of Business: Public Corp Partnership Joint Venture

Ltd. Liability Co Closely Held Corp non-profit Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Steven Rosenberg, President

Elizabeth Schneider, Board Chair

Silas Elwood York, Jr., Board member

John Miles, Board member

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

N/A

None

10-10-01

RECEIVED
NASSAU COUNTY
CLERK OF SUPERIOR COURT

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Steven Rosenberg, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 15 day of JULY 2016




Notary Public



Name of submitting business: Community Oriented Correctional Health Services

By: Steven Rosenberg

Print name



Signature

President

Title

07 / 15 / 2016
Date

Company Chatham County

Contact Person Michael A. Kaigler

Address 124 Bull St., P.O. Box 8161

City/State Savannah, Georgia

Telephone 912.652.7859

Fax # 912.652.7874

E-Mail Address mkaigler@chathamcounty.org

Company Miami-Dade County Jail

Contact Person Jesus Estrada

Address 1611 N. W. 12Th Avenue West Wing 279

City/State Miami, Florida 33136

Telephone 305.585.1111

Fax # 305.585.0004

E-Mail Address manny.estrada@ijsmiami.org

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation;
 - ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
 - iii) Name, address and position of all officers and directors of the company;
 - iv) State of incorporation (if applicable);
 - v) The number of employees in the firm;
 - vi) Annual revenue of firm;
 - vii) Summary of relevant accomplishments;
 - viii) Copies of all state and local licenses and permits.
- B. Indicate number of years in business.
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Vermont Department of Corrections

Contact Person Ben Watts

Address 280 State Dr., NOB 2 South, Waterbury, VT

City/State Waterbury, VT, 05671

Telephone 802.241.0061

Fax # 802-951-5086

E-Mail Address Benjamin.Watts@vermont.gov

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
Yes ____ No x If Yes, provide details for each such conviction: _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ____ No x If Yes, provide details for each such occurrence: _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ____ No x If Yes, provide details for each such instance: _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ____ No x If Yes, provide details for each such year. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

COCHS has a general counsel and board that provide opinions on conflicts

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No x If Yes, provide details: _____
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No x If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract): _____
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No x If Yes, state date, court jurisdiction, amount of liabilities and amount of assets: _____
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No x If Yes, provide details for each such investigation: _____
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business? Yes ___ No x If Yes, provide details for each such investigation: _____
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ___ No x If Yes, provide details for each such charge: _____
- b) Any misdemeanor charge pending? Yes ___ No x If Yes, provide details for each such charge: _____
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No x

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable."
No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 7/15/2016

1) Proposer's Legal Name: Community Oriented Correctional Health Services

2) Address of Place of Business: 675 61st St., Oakland, CA, 94609

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone: 510.595.7360

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: 020307838

5) Federal I.D. Number: 20-3638746

6) The proposer is a (check one): Sole Proprietorship Partnership
Corporation Other (Describe) non-profit

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes x No If Yes, please provide details: Shares office space with Mr. Rosenberg's real estate business

8) Does this business control one or more other businesses? Yes No x If Yes, please provide details: _____

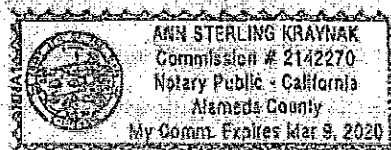
CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Elizabeth Schneider, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 6 day of Sept 2016

Ann Sterling Kravnak
Notary Public



Community Oriented Correctional Health Services

Name of submitting business

Elizabeth Schneider

Print name

EA Schneider

Signature

Board Chair

Title

09/06/2016

Date

shall be One Hundred Forty-five Thousand Dollars (\$145,000.00) (the "Amended Maximum Amount").

3. Renewal Option. The County may, at its sole option, renew the Amended Agreement for an additional period of up to three months, under the same terms and conditions, at a maximum amount of Forty-five Thousand Dollars (\$45,000.00).

4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties during the term of Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date executed by the County.

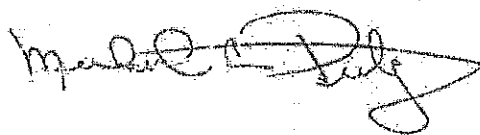
COCHS

State of New York
}SS.:
County of Nassau}

I, Michael C. Pulitzer, Clerk of the Legislature, do hereby certify that the foregoing is a true and correct copy of the original agreement with Community Oriented Correctional Health Services

On behalf of the Nassau County, Office of Correctional Center
On file in this office of the Legislature and is of the whole said original.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed seal of the
Nassau County Legislature the 20th day of January 2017



Clerk of the Nassau County Legislature
Nassau County, N.Y.

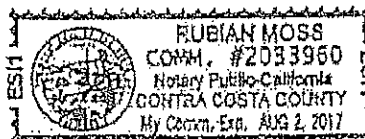


STATE OF NEW YORK

COUNTY OF NASSAU

On the 6 day of October in the year 2016 before me personally came SEBASTIAN SUZUKI to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Putnam; that he or she is the PRESIDENT of SEBASTIAN, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

[Signature]
NOTARY PUBLIC



STATE OF NEW YORK
COUNTY OF NASSAU

On the 17 day of January in the year 2017 before me personally came EDWARD H. WARD to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

[Signature]
NOTARY PUBLIC

JACLYN DELLE
Notary Public, State of New York
No. 02DE8305114
Qualified in Nassau County
Commission Expires on June 2, 2018



Handwritten text, possibly a date or signature, located at the top right of the page.

Contract ID#:



Department:

E-194-16**Contract Details**

SERVICES: Personal Services - Technical
Assistance in Oversight of Inmate
Health Contract Compliance

NIFS ID #: E-194-16 NIFS Entry Date: 8/18/16 Term: 000009

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Amendment <input type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES#		

Agency Information

Vendor		County Department	
Name Community Oriented Correctional Health Services	Vendor ID# EIN #20-3638746	Department Contact Charles Campisi, Commissioner of Correction	
Address 675 61 st Street Oakland, California 94609	Contact Person Steven Rosenberg	Address NCCC 100 Carman Avenue, East Meadow, New York 11551	
	Phone 510-595-7360	Phone 516-572-4100	

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<i>[Signature]</i>	
	OMB	NIFS Approval	<input type="checkbox"/> 8/12	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
8/19/16	County Attorney	CA RE&I Verification	<input checked="" type="checkbox"/> 8/19/16	<i>[Signature]</i>	
	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/> 8/19/16	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
8/12/16	Legislative Affairs	Fw'd Original K to CA	<input type="checkbox"/> 8/12/16	<i>[Signature]</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		
9/2/16	County Attorney	NIFS Approval	<input checked="" type="checkbox"/> 9/2/16	<i>[Signature]</i>	
	County Comptroller	NIFS Approval	<input type="checkbox"/> 9/12/16	<i>[Signature]</i>	
8/19/16	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/> 8/19/16	<i>[Signature]</i>	

Contract ID#:
CQCC16000009

Department:

Contract Summary

Description: Personal services of qualified professionals in the area of correctional health care to provide technical assistance in supervising the workflow and contract compliance of the current health care provider's contractual services onsite at the Nassau County Correctional Center.
Purpose: assistance to the County to ensure continued contractual compliance and quality care to the inmates in the custody of the Department and, if required, to the County may require additional technical services of qualified professionals in the area of correctional health care during the transition of contractual health care services onsite at NCCC.
Method of Procurement: Expedited and streamlined solicitation of qualifications, experience and information from four qualified entities with expertise in field of inmate healthcare; time is of the essence in light of concerns related to the filing of the action against Armor Correctional Health services of New York and the allegations therein concerning contractual obligations. One entity declined to respond to the solicitation and a second withdrew himself from consideration after meeting with the Evaluation Committee. Of the two remaining, COCHS was selected as the more qualified in all aspects of inmate healthcare within correction facility settings. Additionally, they offered the lower hourly rate for services.
Procurement History: N/A
Description of General Provisions: As described above.
Impact on Funding / Price Analysis: Maximum of \$45,000.00 with option to renew with same terms and conditions.
Change in Contract from Prior Procurement: N/A
Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	10
Resp:	1320
Object:	DE524
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$45,000.-
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$45,000.-

LINE	INDEX/OBJECT CODE	AMOUNT
1	ccgen1320/DE524	\$45,000.-
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$45,000.-

RENEWAL	
% Increase	
% Decrease	

Document Prepared By:

Date:

8/17/16

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name:
Name:	Name:	Date: 9/12/16
Date: 9/12/16	Date: 9/12/16	(For Office Use Only)
		E #:



Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Community Oriented Correctional Health Services

2. Dollar amount requiring NIFA approval: \$ 45,000.00

Amount to be encumbered: \$ 45,000.00

This is a ☒ New Contract ☐ Advisement ☐ Amendment

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 1/1/16-12/31/16

Has work or services on this contract commenced? ☐ Yes ☒ No

If yes, please explain: _____

4. Funding Source:

☒ General Fund (GEN) ☐ Grant Fund (GRT)
☐ Capital Improvement Fund (CAP) Federal % _____
☐ Other State % _____
County % 100

Is the cash available for the full amount of the contract? ☐ Yes ☐ No

If not, will it require a future borrowing? ☐ Yes ☐ No

Has the County Legislature approved the borrowing? ☐ Yes ☐ No ☐ N/A

Has NIFA approved the borrowing for this contract? ☐ Yes ☐ No ☐ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Personal services of qualified professionals in the area of correctional health care to provide technical assistance in supervising the workflow and contract compliance of the current health care provider's contractual services onsite at the Nassau County Correctional Center.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

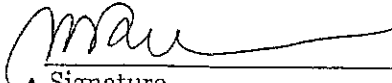
Nassau County Attorney as to form ☐ Yes ☐ No ☐ N/A
Nassau County Committee and/or Legislature ☐ Yes ☐ No ☐ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

 Deputy Budget Director 8/19/201
Signature Title Date
for R. Balloua
Marka B. Worsham
Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

☐ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

☐ I certify that the bonding for this contract has been approved by NIFA.

☐ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

E-194-16

RULES RESOLUTION NO. 322-2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE COUNTY
SHERIFF'S DEPARTMENT, AND COMMUNITY ORIENTED
CORRECTIONAL HEALTH SERVICES

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 9-12-16
VOTING:
ayes 2 nays 0 abstained 0 excused 0
Legislators present 7

WHEREAS, the County has negotiated a personal services agreement with Community Oriented Correctional Health Services to provide technical assistance in supervising the workflow and contract compliance of the current health care provider's contractual services onsite at the Nassau County Correctional Center, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the agreement with Community Oriented Correctional Health Services

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Community Oriented Correctional Health Services

CONTRACTOR ADDRESS: 675 61st Street, Oakland, CA 94609

FEDERAL TAX ID #: 20-3638746

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

X A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:

Please also see the attached memo dated August 2, 2016.

☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

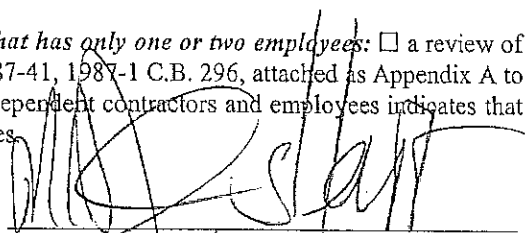
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☒ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.


Department Head Signature


Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

FAML4010 V4.2
LINK TO:

NIFS PRODUCTION SYSTEM
DOCUMENT HEADER

08/18/2016
3:31 PM

DOCUMENT CATEGORY : CQ CONTRACT NON-CAPITAL
ENTERED BY : KELLY, KATHLEEN 2-3810
DOCUMENT NUMBER : CQCC16000009 INITIATING DEPT : CC
INPUT PERIOD (MM YYYY) : 08 2016 AUGUST
VENDOR NUMBER / SUFFIX : 203638746 01 APPROVAL TYPE : 01
VENDOR NAME : COMMUNITY ORIENTED CORRECTIONAL HEALTH
VENDOR ADDRESS : 675 61ST STREET

OAKLAND CA 94609
COUNTRY : USA
ALPHA VENDOR : COMMUNITY ORIENTED HEALTH
BANK NUMBER : TREAS NO :
DUE DATE : SINGLE CHECK :
DOCUMENT AMOUNT : 45,000.00 CURRENCY CODE :
NUMBER OF LINES : 1 RESPONSIBLE UNIT :
TRANSACTION CODE HASH :
TERMS : NOTEPAD (Y OR N) : N
POSTING/EDIT ERRORS :
F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F6-DTL ENTRY
F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE F12-ADL FCTNS
G014 -- RECORD FOUND

FAML4050 V4.2
LINK TO:

NIFS PRODUCTION SYSTEM
ENCUMBRANCE / ACC RECEIVABLE DOCUMENTS

08/18/2016
3:31 PM

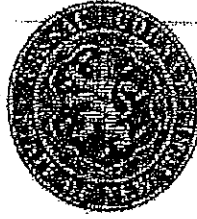
DOCUMENT : CQCC16000009 - 02 INPUT PER: 08 2016 AMOUNT : 45,000.00

TRANS CODE : 103 CONTRACT ENCUMBRANCE WITH OUT PRIOR PRE-ENCUMBRANCE
DOCUMENT REF :
TRANS DESC. : CORRECTIONAL HEALTH SERVICES OVERSIGHT
TRANS AMOUNT :
INDEX : CCGEN1320 MEDICAL SERVICES UNIT
SUBJECT : DE524 MEDICAL/PSYCHIATRIC SERVICES
UCODE/ORD#/DRC :
GRANT :
GRANT DETAIL :
PROJECT :
PROJECT DETAIL :
START DATE :
END DATE :

FINANCIAL ERRORS :

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT
F7-VIEW DOC F9-LINK F10-SAVE
G001 - RECORD SAVED

EDWARD P. MANGANO
COUNTY EXECUTIVE



OFFICE OF THE COUNTY EXECUTIVE
THE THEODORE ROOSEVELT EXECUTIVE & LEGISLATIVE BUILDING
1550 FRANKLIN AVENUE
MINEOLA, NEW YORK 11501
516-571-3131

To: Edward P. Mangano, Nassau County Executive
From: Elizabeth J. Loconsolo, Counsel
Date: August 2, 2016
Subject: **Contract for Professional Expert Correctional Health Care Management Services to provide Oversight of and Technical Assistance to the Current Provider and the Nassau County Sheriff's Department**

On July 15, 2016, I requested resumes, references and cost proposals from four corporations/medical professionals who were recommended to the County as having expertise in the field of correctional health care services. I used a streamlined process to obtain the services as soon as possible in light of concerns related to the filing of the action against Armor Correctional Health services of New York and the allegations therein concerning contractual obligations.

The above-referenced documents were requested to be provided as soon as possible so that I could set up interviews the week of July 18, 2016. The Interview Committee (Committee) was comprised of me, Captain Golio, Commanding Officer of – among other units – the Legal Division of the Nassau County Sheriff's Department and Tavora Buchman, Director of Quality Improvement for the Nassau County Department of Health.

The four entities solicited were: Dr. Robert Greifinger; Dr. Susi Vassallo; Community Oriented Correctional Health Services (COCHS); and Alvarez and Marsal. The first three were recommended by the New York State Attorney General's Office and the last by the Chair of the Nassau Interim Finance Authority. Three of the entities/individuals responded that they were interested in being considered to provide the services, and interviews were set up with each of them. Dr. Susi Vassallo responded to my e-mail solicitation with an e-mail stating "No thank you. Thank you. Susi Vassallo".

On July 18, 2016, the Committee interviewed Dr. Greifinger via telephone. Dr. Greifinger is qualified to provide these services and was, in fact, a monitor of the medical care being provided by the Nassau Health Care Corporation under a Department of Justice Consent Order. It was

explained to him that the awardee would be required to be onsite at the Nassau County Correctional Center weekly. Additionally, they would attend the medical provider's (Armor) quality improvement meetings, operational meetings and mortality and morbidity meetings. Their management/technical assistance role would also entail reviewing Armor's reports and working with the Sheriff's Department's health contract monitor to review Armor's compliance with the contractual provisions, including the Performance Indicators. The awardee would also provide technical assistance as needed to Armor and the Sheriff's Department's to ensure continued contractual compliance and quality care to the inmates. Upon describing the services that would be required of the entity/individual selected, Dr. Greifinger declined, stating he is moving towards retirement and would not be able to dedicate the amount of time necessary to provide such services.

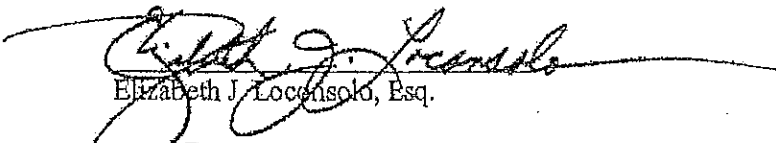
On July 22, 2016, the Committee conducted an interview of COCHS members, including its president, Steven Rosenberg, and COCHS general counsel in person, and Dr. Mark Stern and a former correctional center warden, Mike DuBose, via telephone. I explained the services that would be required (as stated above), and the Committee then requested that they provide us with a history of their company and what their approach would be in providing the necessary services. COCHS is a not-for-profit corporation - in business since 2005 - with extensive experience in developing and managing correctional health care contracts, as well as transitioning from one health care program/plan to another. The Committee found this team to be comprised of personnel in all the necessary disciplines (medical, mental health, jail security), and very well-versed in correctional health care and with a deep understanding of the uniqueness of the correctional setting. They explained that they will not assign a single member of their corporation to this contract but, rather, will assign the appropriate staff to the different services at various times. For example, the former warden may be assigned to attend the operational meetings, while a medical doctor would attend the M & M and QI meetings. The individual staff members will of course work together as well. COCHS cost proposal is \$300.00 per hour regardless of which staff member is assigned to the various tasks. Mr. Rosenberg indicated that, if selected, they would be able to provide the needed services as soon as possible.

On July 25, 2016, the Committee conducted an interview of the managing directors of Alvarez and Marsal (A & M), Ronald Winters and Dr. Donald Casey. I explained the services that would be required (as stated above), and the Committee then requested that they provide us with a history of their company and what their approach would be in providing the necessary services. A & M is a consulting corporation that provides, among other services, public sector services and has been in business since 2005. A & M has an impressive record in assisting municipalities and public agencies in improving services while reducing costs. However, most of that public sector experience is with public health and hospital systems as well as educational institutions. Although Dr. Casey has experience in public health relating to incarcerated individuals, neither he nor A & M have actual experience in managing health care services within a correctional facility. A & M's cost proposal consists of hourly fees ranging from \$200 per hour for staff analysts to \$750 for a managing director's services. Dr. Casey's hourly rate is \$525 per hour.

On July 28, 2016, the Committee convened to discuss the interviews of COCHS and A & M, and their review of materials submitted by them. The Committee unanimously agreed that COCHS has the necessary staffing and expertise to provide the services and, additionally will provide

those services at a lower cost to the County. For the foregoing reasons, the Committee strongly recommends that the personal services contract be awarded to COCHS.

I am requesting authorization to award this contract to COCHS, and to prepare the Agreement immediately.




Elizabeth J. Locansolo, Esq.

We concur:



Captain Michael Golio, Commanding Officer
NC Sheriff's Department Legal Unit



Tavora Buchman, PhD
Director of Quality Improvement
NC Department of Health

Approved:



Edward P. Mangano, Nassau County Executive



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NONE

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 8/17/16

Vendor: COCHS

Signed: [Signature]

Print Name: STEVEN KALENBART

Title: PRINCIPAL

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Steven Rosenberg
Date of birth 06 / 04 / 1950
Home address 190 Tuscany C,
City/state/zip Del Ray Beach, Florida, 33446
Business address 675 61st St.
City/state/zip Oakland, CA, 94609
Telephone 510.595.7360
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President X / 01 / 06 Treasurer _____
Chairman of Board _____ Shareholder _____
Chief Exec. Officer _____ Secretary _____
Chief Financial Officer _____ Partner _____
Vice President _____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES _____ NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES _____ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES _____ NO _____: If Yes, provide details.

N/A

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ☐ NO ☐
If Yes, provide details. N/A

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If Yes, provide details for each such instance.
 - Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ☐ NO ☒ If Yes, provide details for each such instance.
 - Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ☐ NO ☒ If Yes, provide details for each such instance.
 - Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ☐ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If "Yes", provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- Is there any felony charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
 - Is there any misdemeanor charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
 - Is there any administrative charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
 - In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ☐ NO ☒ If Yes, provide details for each such conviction.


- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ____ NO x If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO x If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO x If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO x If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO x If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO x If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Steven Rosenberg, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 15 day of July 2016



Notary Public

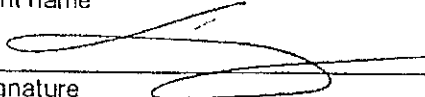


COCHS

Name of submitting business

STEVEN ROSENBERG

Print name



Signature

PRESIDENT

Title

7 / 15 / 16

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable."
No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 7/15/2016

1) Proposer's Legal Name: Community Oriented Correctional Health Services

2) Address of Place of Business: 675 61st St., Oakland, CA, 94609

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone: 510.595.7360

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: 020307838

5) Federal I.D. Number: 20-3638746

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Other (Describe) non-profit

7) Does this business share office space, staff, or equipment expenses with any other business?

Yes ☐ No ☐ If Yes, please provide details: n/a

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: _____

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No x If Yes, provide details. _____
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No x If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No x If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No x If Yes, provide details for each such investigation. _____
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No x If Yes, provide details for each such investigation. _____
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ___ No x If Yes, provide details for each such charge. _____
- b) Any misdemeanor charge pending? Yes ___ No x If Yes, provide details for each such charge _____
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No x

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
Yes ___ No x If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No x If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ___ No x; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No x If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

COCHS has a general counsel and board that provide opinions on conflicts

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business.

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Vermont Department of Corrections

Contact Person Ben Watts

Address 280 State Dr., NOB 2 South, Waterbury, VT

City/State Waterbury, VT, 05671

Telephone 802.241.0061

Fax # 802-951-5086

E-Mail Address Benjamin.Watts@vermont.gov

Company Chatham County
Contact Person Michael A. Kaigler
Address 124 Bull St., P.O. Box 8161
City/State Savannah, Georgia
Telephone 912.652.7869
Fax # 912.652.7874
E-Mail Address mkaigler@chathamcounty.org

~~XX~~

Company Miami-Dade County Jail
Contact Person Jesus Estrada
Address 1611 N. W. 12Th Avenue West Wing 279
City/State Miami, Florida 33136
Telephone 305.585.1111
Fax # 305.585.0004
E-Mail Address manny.estrada@jjsmiami.org

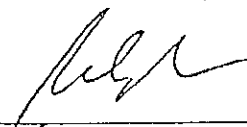
CERTIFICATION

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I, Steven Rosenberg, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 15 day of JULY

2016



Notary Public



Name of submitting business: Community Oriented Correctional Health Services

By: Steven Rosenberg

Print name



Signature

President

Title

07 / 15 / 2016
Date

Requested Data

A Professional History

- i. 10/2005
 - ii. N/A
 - iii. Officers:
 - I. Steven Rosenberg, 190 Tuscany C., Del Ray Beach, FL 33446
 - iv. California
 - v. 12
 - vi. \$1.2 Million
 - vii. COCHS has worked in many jurisdictions across the country to identify, select, and monitor health care providers in the jail. COCHS worked with Washington, D.C., to install the local federally qualified health center as the care provider in the jail. COCHS worked with the Department of Corrections in the State of Vermont to create a request for proposal (RFP) to bring a new provider into the jail. This RFP was the first RFP to link payment with quality of care. COCHS has continued to provide quality assurance for the Department of Corrections as it installed the new provider in the jail. COCHS was also consultant to Mayor Bill DeBlasio for the Task Force on Behavioral Health and the Criminal Justice System. COCHS has also worked with Chatham County, Georgia, to craft an RFP for a new health care vendor, and COCHS will be providing ongoing monitoring of the quality of care in the jail.
 - viii. Attached
- B 10 years in business
- C. See above.

Cost Proposal:

We will provide the above services for \$300/ hr.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Community Oriented Correctional Health Services

Address: 675 61st St.

City, State and Zip Code: Oakland, CA, 94609

2. Entity's Vendor Identification Number: 20-3638746

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☐ Closely Held Corp non-profit Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Steven Rosenberg

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

N/A None

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence or promote a matter before Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None.

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 7/15/2016

Signed: 

Print Name: Steven Rosenberg

Title: President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

E-194-16
Additional Backup 2

Page 1 of 4

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

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☐ Ltl. Liability Co ☐ Closely Held Corp ☒ non-profit ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Steven Rosenberg , President

Elizabeth Schneider, Board Chair

Silas Elwood York, Jr., Board member

John Miles, Board member

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

N/A

2010 SEP 9 10 24

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE

6. List all affiliated and related companies and their relationship to the firm entered on line 1, above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

N/A None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

N/A None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

N/A None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 7/15/2016

Signed:

Print Name: Steven Rosenberg

Title: President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

N/A

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

N/A

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See page 4 for a complete description of lobbying activities.

N/A

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

N/A

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

N/A

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

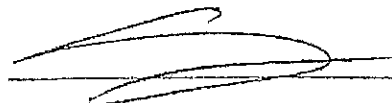
I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 7/15/2016

Signed:



Print Name:

Steven Rosenberg

Title:

President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Steven Rosenberg
Date of birth 06 / 04 / 1950
Home address 190 Tuscan C,
City/state/zip Del Ray Beach, Florida, 33446
Business address 675 61st St.
City/state/zip Oakland, CA, 94609
Telephone 510.595.7360
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President x / 01 / 06 Treasurer _____
Chairman of Board _____ Shareholder _____
Chief Exec. Officer _____ Secretary _____
Chief Financial Officer _____ Partner _____
Vice President _____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES _____ NO x If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES _____ NO x If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES x NO _____
If Yes, provide details.

Owner of a real estate business.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ____ NO X
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES ____ NO~~X~~ ____ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO~~X~~ ____ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO X ____ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO~~X~~ ____ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If "Yes", provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ____ NO~~X~~ ____ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO~~X~~ ____ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO~~X~~ ____ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO ____ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO x If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO x If Yes, provide details for each such occurrence.


9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO x If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO x If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO x If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO x If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Steven Rosenberg, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 15 day of JULY 2016



Notary Public

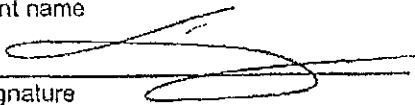


COCHS

Name of submitting business

STEVEN ROSENBERG

Print name



Signature

PRESIDENT

Title

7 / 15 / 16

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Elizabeth Schneider
Date of birth 05 / 06 / 1980
Home address 6085 Colton Blvd
City/state/zip Oakland, CA 94611
Business address 675 61st St.
City/state/zip Oakland, CA, 94609
Telephone 510-595-7360
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President ____/____/____ Treasurer ____/____/____
Chairman of Board 3 / 1 / 14 Shareholder ____/____/____
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ____ NO x If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ____ NO x If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES x NO ____;
If Yes, provide details. Founder of EAS Management

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ____ NO x
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES ____ NO x If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO x If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO x If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO x If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ____ NO x If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO x If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO x If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO x If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ____ NO x If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO x If Yes, provide details for each such occurrence.
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10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO x If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO x If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO x If Yes, provide details for each such year.

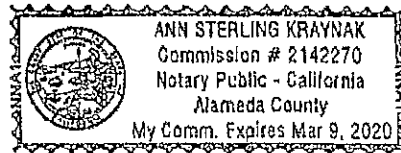
CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Elizabeth Schneider, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 6 day of Sept 2016

Ann Kraynak
Notary Public



Community Oriented Correctional Health Services

Name of submitting business

Elizabeth Schneider

Print name

EA Schneider

Signature

Board Chair

Title

09/06/2016

Date

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of August //, 2016 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the Nassau County Sheriff's Department (the "Department"), having its principal office at 100 Carman Avenue, East Meadow New York 11554 and (ii) Community Oriented Correctional Health Services, having its principal place of business at 675 61st Street, Oakland, California 94609 (the "Contractor").

WITNESSETH:

WHEREAS, the County requires the services of qualified and experienced professionals in the area of correctional health care to provide technical assistance in supervising the workflow and contract compliance of the current health care provider's ("Provider") contractual services onsite at the Nassau County Correctional Center ("NCCC"); and

WHEREAS, the County requires that the aforesaid services of such qualified and experienced professionals in the area of correctional health care be provided in such manner to maintain the confidentiality of information deemed privileged and protected pursuant to the applicable laws; and to further provide such services to the County in preparation for or anticipation of litigation, thereby providing the County with existing and future litigation support;

WHEREAS, the County may require additional technical services of qualified professionals in the area of correctional health care during the transition of contractual health care services onsite at NCCC; and

WHEREAS, the Contractor is qualified, willing and able to perform the services described in this Agreement immediately; and

WHEREAS, the County desires to hire the Contractor to perform the specialized services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on the date of full execution of the Agreement by all parties hereto and terminate within six months of its commencement unless sooner terminated in accordance with the provisions of this Agreement; provided that the

County, at its sole option, may renew this Agreement for an additional period of up to six months under the same terms and conditions as set forth herein in this agreement.

2. Services. Contractor agrees to provide technical and expert assistance to the County to ensure continued contractual compliance and quality care to the inmates in the custody of the Department. Such services shall include, but are not limited to:

- a. attending Quality Improvement Committee meetings, and sub-committee meetings – including but not limited to - Mortality and Morbidity meetings and infection control meetings;
- b. attending the Medical/Security Operational meetings;
- c. review and oversee implementation of any corrective action plans prepared by the Provider;
- d. reviewing the reports in section 4. Reporting Requirements of Provider's contract with the County;
- e. assisting the health contract monitor in auditing Provider's compliance with the Performance Indicators and Measurements as set forth in Attachment D to the Provider's contract with the County;
- f. reporting to the Sheriff and/or his designee(s) periodically the Contractor's activities relating to the Services;
- g. providing technical assistance during the inmate healthcare contract processes as needed and during the transition of contractual health care services onsite at NCCC;
- h. submitting reports to the designated Nassau County Deputy County Attorney for the Department relating to Contractor's activities and recommendations, if any.

3. Payment. (a) Amount of Consideration. The Maximum Amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed Forty-Five Thousand Dollars (\$45,000.00) ("Maximum Amount") payable at the rate of Three Hundred Dollars (\$300.00) per hour; and Contractor shall be reimbursed within the Maximum Amount for all reasonable expenses and disbursements actually incurred, subject to prior written approval from the Department.

(b) Vouchers: Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to, those relating to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Human Rights Laws, conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty

days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

- (iii) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

(b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protected Information. The Contractor acknowledges and agrees that all records, information, and data ("Information") that the Contractor acquires in connection with performance under this Agreement shall be strictly confidential, held in the strictest confidence, and used solely for the purpose of performing services to or on behalf of the County. The Contractor shall, and shall cause Contractor Agents to, safeguard such Information and not disclose it to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion. In the event that legal process is effectuated, the Contractor shall promptly notify the County so that the County may take such action as it deems appropriate. Contractor shall execute and comply with the Business Associate Agreement attached hereto as Appendix B.

- (e) The provisions of this Section shall survive termination of this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification: Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all

liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than Five Million Dollars (\$5,000,000) per claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days

prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for

termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue: Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included: Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of One Hundred Sixty Dollars (\$160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

20. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

21. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date executed by the County.

COCHS

By: 

Name: Steven Rosenberg

Title: President

Date: 8/11/16

NASSAU COUNTY

By: 

Name: Charles Roband

Title: Deputy County Executive

Date: 9/12/16

PLEASE EXECUTE IN BLUE INK

See Attached
California All Purpose
Acknowledgment

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Alameda)

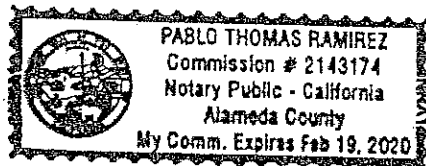
On August 11th, 2016 before me, Pablo Thomas Ramirez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Steven Rosenberg
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Contract for Services COCHS Document Date: 8/11/2016

Number of Pages: Twenty Six Signer(s) Other Than Named Above: No additional signers

Capacity(ies) Claimed by Signer(s)

Signer's Name: Steven Rosenberg

- ☒ Corporate Officer — Title(s): President
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: COCHS

Signer's Name: No additional signers

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

STATE OF CALIFORNIA)

)ss.:

COUNTY OF ALAMEDA)

On the ____ day of _____ in the year 2016 before me personally came _____ to me personally known. who, being by me duly sworn. did depose and say that he or she resides in the County of _____; that he or she is the _____ of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

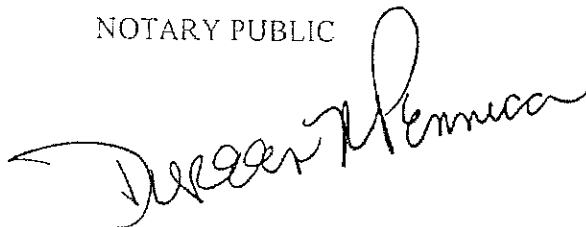
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 12th day of September in the year 2016 before me personally came Charles Ribando to me personally known. who, being by me duly sworn. did depose and say that he or she resides in the County of Nassau; that he ~~or she~~ is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument: and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



DOREEN R. PENNICA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PE6170832
Qualified in Nassau County
My Commission Expires July 23, 2018

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the

utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return

receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("GPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any

receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR");

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

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As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any

other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules:

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Steven Rosenberg (Name)

675 61st St., Oakland, CA, 94609 (Address)

510.515.7360 x 12 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

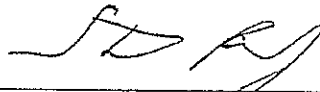
3. In the past five years, Contractor _____ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

8/11/16
Dated _____



Signature of Chief Executive Officer

Steven Rosenberg

Name of Chief Executive Officer

Sworn to before me this

_____ day of _____, 2011.

Notary Public

*'See Attached
California All Purpose
Acknowledgment*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

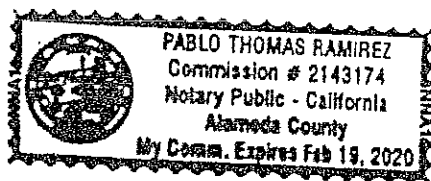
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Alameda)
 On August 11th, 2016 before me, Pablo Thomas Ramirez, Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Steven Rosenberg
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(~~ies~~), and that by his/~~her~~/their signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Agreement to Permit Access Document Date: 8/11/2016
 Number of Pages: Twenty Eight Signer(s) Other Than Named Above: No additional Signers

Capacity(ies) Claimed by Signer(s)

Signer's Name: Steven Rosenberg
☒ Corporate Officer — Title(s): President
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: COCHS

Signer's Name: No additional Signers
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

APPENDIX B

BUSINESS ASSOCIATE ADDENDUM

This addendum ("Addendum") is effective as of April 21, 2005 and amends and is made part of the _____ Agreement dated as of _____ (as the same may be amended, modified, or supplemented, including, without limitation, by this Addendum, the "Agreement") by and between Community Oriented Correctional Health Services (the "Contractor") and Nassau County, a New York municipal corporation, acting on behalf of the Nassau County Sheriff's Department (collectively, the "County"). The County, and the Contractor mutually agree to modify the Agreement to incorporate the terms and conditions of this Addendum to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations (45 C.F.R. Parts 160-164) (collectively, "HIPAA").

WITNESSETH:

WHEREAS, the County wishes to allow the Contractor to have access to Protected Health Information ("PHI"), including but not limited to, Electronic Protected Health Information ("EPHI") which is either provided to the Contractor by the County, or received, viewed, or created by the Contractor on behalf of the County in the course of performing the Services hereinafter set forth;

WHEREAS, the Contractor requires access to such PHI and EPHI to effectively perform the Services;

WHEREAS, the County is required by the Privacy and Security Rules promulgated pursuant to HIPAA to have a written agreement with the Contractor with respect to the use and disclosure of PHI and EPHI; and

WHEREAS, the parties desire to enter into this Addendum to set forth the terms and conditions pursuant to which PHI and EPHI will be handled by the Contractor and certain third parties, as applicable, during the duration of the Agreement of which it is a part, and upon that Agreement's termination, cancellation, expiration, or other conclusion.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt of which is hereby mutually acknowledged, the parties hereby agree as follows:

1. DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Addendum shall have the meaning set forth in HIPAA at 45 CFR §§160.103, 164.103 and 164.501.

1.1 Designated Record Set. "Designated Record Set" shall have the meaning set forth in 45 C.F.R. §164.501.

1.2 Electronic Protected Health Information. "Electronic Protected Health Information" or "EPHI" shall have the meaning set forth in 45 C.F.R. § 160.103.

1.3 HHS. "HHS" shall mean the U.S. Department of Health and Human Services, or any successor agency thereto.

1.4 Individual. "Individual" shall have the same meaning as the term "individual" set forth in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

1.5 Privacy Officer. "Privacy Officer" shall have the meaning set forth in 45 C.F.R. §164.530(a)(1).

1.6 Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information provided at 45 CFR Part 160 and Part 164.

1.7 Protected Health Information or PHI. "Protected Health Information," or "PHI" shall have the same meaning as the term "protected health information" set forth in 45 CFR § 160.103.

1.8 Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.

1.9 Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee, or their respective successors.

1.10 Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

1.11 Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164.

1.12 Standard Transactions. "Standard Transactions" shall have the meaning set forth in 45 C.F.R. §162.103.

2. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION BY THE CONTRACTOR

2.1 Use and Disclosure to Provide the Services to the Contractor. The Contractor provides or will provide to, for, or on behalf of the County certain services (the "Services"), which Services require the use and/or disclosure of PHI pursuant to and as described in the Agreement, of which this Addendum is made a part. Except as otherwise expressly provided herein, the Contractor may use or disclose PHI in relation to such Services only as necessary to comply with applicable state and federal laws and to satisfy its obligations hereunder, as long as

such use or disclosure of PHI would not violate (a) the Privacy Rule if done by the County and (b) any other applicable federal or state law which imposes requirements of confidentiality on the use and/or disclosure of PHI more stringent than those imposed by the Privacy Rule ("Other Legal Requirements"). If there shall exist any conflict between the requirements of the Privacy Rule and the Other Legal Requirements, the Contractor shall comply with both, to the extent possible, and otherwise with the more stringent requirements. All other uses or disclosures of the PHI not expressly authorized herein are strictly prohibited.

2.2 Use and Disclosure for Management and Administration Purposes. In addition to the uses and disclosures described above, the Contractor may:

a) use PHI for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor provided that such uses are permitted under applicable state and federal laws;

b) disclose PHI in its possession to third parties for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor, provided that the Contractor shall represent to the County, promptly in writing, that: (i) the disclosures are Required by Law, or (ii) the Contractor has obtained from the third party written assurances regarding its confidential handling of such PHI as required under 45 C.F.R. §164.504(e)(4). For such written assurances to be satisfactory, they must bind the third party to:

i) maintain the confidentiality of PHI in its possession and limit the use and/or disclosure of such PHI to the purposes for which the Contractor disclosed the PHI to the third party, unless otherwise Required by Law; and

ii) immediately notify the Contractor (who shall immediately notify the County) of any instance in which the third party learns of any unauthorized use and/or disclosure of such PHI.

3. **RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO PHI**

3.1 Contractor's Responsibilities. With respect to any use and/or disclosure of PHI, the Contractor hereby agrees that it shall:

a) use and/or disclose PHI only as permitted or required by this Addendum, as required by the Privacy Rule, or as otherwise Required by Law;

b) implement comprehensive procedures for mitigating any harmful effects from any unauthorized use and/or disclosure of PHI by the Contractor, its agents or subcontractors;

c) report to the County's designated Privacy Officer, in writing, any use and/or disclosure of PHI which is not authorized hereunder of which the Contractor becomes aware or has knowledge within one (1) day of the Contractor's

discovery of such unauthorized use and/or disclosure. The Contractor's report of such unauthorized use and/or disclosure shall specify at least: (i) the nature of the unauthorized use and/or disclosure; (ii) the specific PHI that was disclosed; (iii) the party responsible for making the unauthorized use and/or disclosure; (iv) what, if any, actions the Contractor has taken or will take to limit the extent of the unauthorized use(s) and/or disclosure(s), and to mitigate the damage resulting therefrom; (v) what, if any, corrective actions the Contractor has or will take to prevent further unauthorized uses and/or disclosures; (vi) when such corrective measures will be taken (if they have not already been completed), and, as applicable, an explanation of why they have not already been completed; and (vii) provide the County with any other information it reasonably requests;

d) develop, implement, maintain and utilize appropriate administrative, technical, and physical safeguards, in compliance with the Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), the Privacy Rule, and any other regulations now in effect or later issued by HHS which implement HIPAA, to preserve the integrity and confidentiality, and to prevent unauthorized use and/or disclosure, of PHI;

e) require any of its subcontractors and/or agents that receive, use, or have any access to PHI, as authorized by this Addendum, to enter into a written agreement, which agreement shall contain provisions substantially similar to this Addendum, to comply with the same obligations and restrictions as are required of the Contractor hereunder;

f) provide the Secretary of HHS with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for compliance investigations;

g) within ten (10) days of receipt of a written request, provide the County with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for purposes of enabling the County to determine the Contractor's compliance with the terms of this Addendum. Such access shall be at the Contractor's place of business during normal operating hours;

h) within five (5) days of receipt of a written request from the County, provide the County with such information as is requested to permit it to respond to a request by an Individual for an accounting of disclosures of all PHI related to the Individual;

i) subject to Section 7.4 below, within thirty (30) days of the earlier of the termination of the Agreement or this Addendum, return to the County or destroy all PHI in its possession. The Contractor shall not retain any copies of such information in any form; and

j) disclose to its subcontractors, agents, and any other third parties, and request from the County, only the minimum PHI necessary to conduct or fulfill a specific function authorized hereunder.

3.2 Responsibilities of the Contractor with Respect to Access, Amendment, Restrictions, and Accounting of Disclosures of PHI. The Contractor hereby agrees to do the following with respect to providing access to PHI, amending inaccuracies contained in PHI, restrictions regarding PHI, and accounting for disclosures of PHI in its possession:

a) at the request of, and in the time and manner designated by the County, provide access to any PHI contained in a Designated Record Set to the County or to the Individual who is the subject of such PHI or his or her authorized representative, as applicable, to satisfy a request for inspection and/or copying under 45 C.F.R. § 164.524;

b) at the request of, and in the time and manner designated by the County, make any amendment(s) that the County so directs, or permit the County access to amend, any portion of the PHI pursuant to 45 C.F.R. § 164.526 to allow the County to comply with the Privacy Rule;

c) at the request of, and in the time and manner designated by the County, comply with any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted; and

d) record each disclosure that the Contractor makes of PHI for the County to respond to an Individual's request for an accounting in accordance with 45 C.F.R. § 164.528. Such record shall include, but not be limited to: (i) the date of disclosure; (ii) the name and address of the Individual or organization to whom the disclosure was made; (iii) a description of the PHI disclosed; and (iv) a statement of the purpose for the disclosure (collectively the "disclosure information"). If the Contractor makes multiple disclosures of PHI to the same person or entity for a single purpose, the Contractor may provide: (i) the disclosure information for the first disclosure; (ii) the frequency, periodicity, or number of these repetitive disclosures; and (iii) the date of the last of these repetitive disclosures. Such disclosure information must be kept by the Contractor for a period of not less than six (6) years from the date of disclosure.

4. RESPONSIBILITIES OF THE COUNTY WITH RESPECT TO PHI

4.1 Responsibilities of the County. With respect to any use and/or disclosure of PHI, the County hereby undertakes to do the following to the extent material to the PHI held by the Contractor:

a) *[post at URL < http://www.co.nassau.ny.us/____/hipaa/npp.shtml> the County's current Notice of Privacy Practices (the "Notice"), which the County provides to Individuals pursuant to 45 C.F.R. §164.520;] or [inform the Contractor of any changes in the County's Notice of Privacy Practices (the "Notice"), which the County provides to Individuals pursuant to 45 C.F.R. §164.520, and provide the Contractor a current copy of such Notice and a copy of all updated versions thereof prior to their effective date;]*

b) inform the Contractor of any changes in, or withdrawal of, any relevant authorization provided to the County by Individuals pursuant to 45 C.F.R. §164.508, which impact the Contractor under the Agreement;

c) inform the Contractor of any applicable decisions made by any Individual to opt-out of allowing his or her PHI to be used for fundraising activities of the County pursuant to 45 C.F.R. §164.514(f), which impact the Contractor under the Agreement; and

d) notify the Contractor, in writing, of any arrangements permitted or required under 45 C.F.R. parts 160 and 164, which impact the use and/or disclosure of PHI by the Contractor under the Agreement, including, but not limited to, restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. §164.522 agreed to by the County.

4.2 Responsibilities of the County with Respect to Access, Amendment, Restrictions and Accounting of Disclosures of PHI. The County hereby agrees to do the following regarding access to PHI, amendments to inaccuracies contained in PHI, and restrictions regarding PHI in the Contractor's possession, to the extent material to the PHI held by the Contractor:

a) notify the Contractor, in writing, of any PHI that the County seeks to make available to an Individual pursuant to 45 C.F.R. § 164.524 and the time, manner, and form which the Contractor shall provide such access;

b) notify the Contractor, in writing, of any amendment(s) to PHI in the possession of the Contractor that the Contractor shall make and inform the Contractor of the time, form, and manner in which such amendment(s) shall be made; and

c) notify the Contractor, in writing, of any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted.

5. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO EPHI

5.1 The Contractor's Responsibilities. With respect to any use and/or disclosure of EPHI, Contractor agrees that it shall:

a) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of the County. Contractor shall be responsible for ensuring that such safeguards are adequate to comply with the requirements of the Security Rule.

b) ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.

c) report to the County, in writing, any Security Incident within three (3) business days of becoming aware of such Security Incident. Without limiting the foregoing, the Contractor shall report to the County regarding whether such Security Incident has resulted in a breach of the Security Rule.

d) upon the County's request, provide the County with immediate access to the Contractor's security systems and programs in order for the County to investigate any Security Incident or to audit the Contractor's security systems and programs. The Contractor acknowledges that the County has the right, but not the obligation, to access and audit the Contractor's security systems and programs.

e) provide the Secretary of HHS with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for compliance investigations.

f) within ten (10) days of receipt of a written request, provide the County with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for purposes of enabling the County to determine the Contractor's compliance with the terms of this Agreement. Such access shall be at the Contractor's place of business during routine operating hours.

6. COMPLIANCE WITH STANDARD TRANSACTIONS

6.1 Compliance with Standard Transactions by the Contractor. If the Contractor conducts in whole or in part Standard Transactions for or on behalf of the County, the Contractor shall:

a) comply and require all subcontractors and agents of the Contractor to comply with each applicable requirement of 45 C.F.R. Part 162; and

b) not enter into, or permit its subcontractors or agents to enter into, any trading partner addendum or agreement in connection with the conduct of Standard Transactions for or on behalf of the County that:

i) alters the definition, data condition, or use of any data element or segment in any Standard Transaction;

ii) adds any elements or segments to the maximum defined data set;

iii) uses any code or data element that is marked "not used" in the Standard Transaction's specifications for execution or is not in the Standard Transaction's specifications for execution; or

iv) changes the meaning or intent of the Standard Transaction's specifications for implementation.

7. TERMS AND TERMINATION

7.1 Term. This Addendum shall become effective as of the date first indicated above, and shall continue in effect until all of the PHI provided by the County to the Contractor, or created or received by the Contractor on behalf of the County, is destroyed or returned to the County, and all other obligations of the parties have been met, unless terminated by the County as provided in Section 7.2. If it is infeasible to return or destroy such PHI, then such PHI shall continue to be protected as set forth in Section 7.4.

7.2 Termination by the County. As provided for under 45 C.F.R. §§ 164.504(e)(2)(iii) and 164.314(a)(2)(i), the County may (a) exercise its rights under Section 7.3 below or (b) immediately terminate the Agreement if the County, in its sole discretion, determines that the Contractor has breached a material term of this Addendum. The County may exercise such right to terminate the Agreement by providing the Contractor with written notice of its intent to terminate specifying the material breach of the Agreement that provides the basis for termination. Such termination will be effective immediately, unless another date is specified in such notice.

7.3 Opportunity to Cure. As provided for under 45 C.F.R. § 164.504(e)(2)(iii) and notwithstanding Section 7.2 hereof, the County may terminate the Agreement, after notice and opportunity to cure as herein provided, if the County, in its sole discretion, determines that the Contractor has unintentionally breached a material term of this Addendum. If the County decides to provide an opportunity to cure in such case, it shall: (a) provide the Contractor with written notice of the existence of an alleged material breach; and (b) afford the Contractor an opportunity to cure the alleged material breach. Failure to cure within fourteen (14) days shall constitute grounds for the immediate termination of the Agreement by the County.

7.4 Effect of Termination. Upon the termination, cancellation, or any other conclusion of the Agreement, the Contractor shall, if feasible, return to the County or destroy all PHI, in whatever form or medium, pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I), including, but not limited to, PHI in the possession of its subcontractors and/or agents, within thirty (30) days of the effective date of the termination, cancellation, or other conclusion of the Agreement.

a) Once all PHI in the Contractor's possession or control, including, but not limited to, PHI in the possession or control of its subcontractors and/or agents, has been returned to the County or destroyed, the Contractor shall provide a written certification to the County regarding the return or destruction of such PHI within such thirty (30) day period. Such certification shall be relied upon by the County as a binding representation; and

b) if the Contractor believes that return or destruction of PHI in its possession and/or in the possession of its subcontractors or agents is infeasible, the Contractor shall notify

the County of such infeasibility in writing. Said notification shall include, but not be limited to: (i) a statement that the Contractor has, in good faith, determined that it is infeasible to return or destroy the PHI in its possession and/or in the possession of its subcontractors or agents, as applicable; (ii) identification of the PHI that the Contractor believes it is infeasible to return or destroy, and (iii) the specific reasons for such determination. In addition to providing such notification, the Contractor shall certify within such thirty (30) day period that it will and will require its subcontractors or agents, as applicable, to limit any further uses and/or disclosures of such PHI to the purposes that make the return or destruction of the PHI infeasible.

8. INDEMNIFICATION

8.1 Indemnity. The Contractor agrees to indemnify and hold harmless the County and any of its affiliates, officers, directors, employees, attorneys, or agents (collectively, "Indemnitees") from and against any claim, cause of action, liability, damage, cost, or expense, including attorneys' fees and court or proceeding costs, and the fees and costs of enforcement of the indemnification rights provided herein, arising out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Addendum by the Contractor or any subcontractor, agent, person, or entity under the Contractor's control.

8.2 Control of Defense. If any Indemnitees are named a party in any judicial, administrative, or other proceeding arising out of or in connection with any use or disclosure of PHI by the Contractor or any subcontractor, agent, individual, or organization under the Contractor's control, and such use or disclosure of PHI was not permitted by this Addendum, then any Indemnitee shall have the option at any time either: (i) to tender defense to the Contractor, in which case the Contractor shall provide qualified attorneys, consultants, and other appropriate professionals to represent the Indemnitee's interests at the Contractor's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case the Contractor shall be responsible for and pay the fees and expenses of such attorneys, consultants, and other professionals.

8.3 Control of Resolution. The Indemnitees shall have the sole right and discretion to settle, compromise, or otherwise resolve any and all claims, causes of actions, liabilities, or damages against them, notwithstanding that the Indemnitees may have tendered their defense to the Contractor. Any such resolution will not relieve the Contractor of its obligation to indemnify the Indemnitees under this Section.

9. CONFIDENTIALITY

This Addendum does not affect any other obligations in the Agreement to the extent not inconsistent herewith or not involving the confidentiality, use, or disclosure of PHI. This Addendum, however, does supercede all other obligations in the Agreement to the extent they are inconsistent herewith and involve the confidentiality, use, or disclosure of PHI.

10. MISCELLANEOUS

10.1 Survival. The respective rights and obligations of the Contractor and the County under the provisions of Sections 3, 4, 5, 7.4, and 8, solely with respect to PHI the Contractor retains in accordance with Section 7.4 because it is not feasible to return or destroy such PHI.

shall survive the termination of the Agreement indefinitely. In addition, Section 9 shall survive termination of this Addendum indefinitely, notwithstanding whether the Contractor retains PHI in accordance with Section 7.4 hereto.

10.2 Amendments. The Agreement (including the terms of this Addendum) may not be modified, nor shall any provision of the Agreement be waived or amended, except in a writing duly signed by authorized representatives of the parties and expressly referencing the Agreement. Notwithstanding anything in the Agreement to the contrary, to the extent that the Privacy Rule or Security Rule, or any other applicable law related to the privacy or security of health information is materially amended, updated, or revised following the execution of this Addendum, the parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the County to comply with the requirements of HIPAA.

10.3 No Third Party Beneficiaries. Nothing contained in the Agreement (including, but not limited to, this Addendum), whether express or implied, is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever in relation to the disclosure or use of PHI.

10.4 Cooperation and Disputes. Each party will reasonably cooperate with the other in the performance of the mutual obligations under this Addendum. If any controversy, dispute, or claim arises between the parties with respect to the Agreement (including, but not limited to, this Addendum), the parties shall make reasonable good faith efforts to resolve such matters informally.

10.5 Regulatory References. Any reference to any part or section of the CFR shall include such part or section as drafted upon the effective date of this Addendum and as it is subsequently updated, amended, supplemented, superceded, or revised.

10.6 Conflicts. Any conflicts or inconsistencies between the terms in this Addendum and terms in other parts of the Agreement shall be resolved in favor of the terms in this Addendum.

10.7 Interpretation. Any ambiguity in the Agreement (including, but not limited to, this Addendum) shall be resolved in favor of a meaning that permits the County to comply to the greatest extent possible with the Privacy Rule, the Security Rule and Other Legal Requirements.

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf effective as of the date first indicated above.

NASSAU COUNTY

By: _____

Print Name: Charles Ribando

Title: Deputy Co. Executive

Date: Sept. 12, 2016

COCHS

By: _____

Print Name: Steven Rosenberg

Title: President

Date: 8/11/16

LINK TO:

ACTIVE

FISCAL MO/YEAR : 10 2016

DOCUMENT : CQCC16000009

INDX CCGEN1320

VEND 203638746

G/L 962

SUBJ DE524

PROJ

PRDT

CREATE/UPDTE DT: 09/12/2016 09/12/2016

DUE DATE :

SINGLE CHK IND :

NOTEPAD IND:

TREAS NO :

USCD

SBSD

GRNT

GRDT

S	OCT 2016	NOV 2016	PRIOR YEAR
ORIGINAL AMOUNT	45,000.00	45,000.00	.00
ADJUSTMENTS	.00	.00	.00
LIQUIDATIONS	.00	.00	.00
REMAINING BAL	45,000.00	45,000.00	.00
PAYMENT/RECEIPT	.00	.00	.00
RETAINAGE	.00	.00	.00
DELINQUENCY CHG	.00	.00	.00

F1-HELP

F2-SELECT

F9-LINK

F4-PRIOR

F5-NEXT

F12-ADDRESS

G014 - RECORD FOUND

FAML8025 V4.2
LINK TO:
ACTIVE

NIFS PRODUCTION SYSTEM
DOCUMENT AUTHORIZATION TRACKING ARCHIVE

10/07/2016
12:11 PM

DOCUMENT NO :	CQCC16000009	NOTEPAD :	N	CUMULATIVE DAYS :	25	APPR DYS
DATE	TIME	DEPARTMENT	USER	LVL	STAT	OUT
08/18/2016	3:31PM	CC	KELLY, KATHLEEN 2-3810		INIT	
08/18/2016	3:35PM		THOMAS, ALLISON 2-3810	160	AUTH	
08/19/2016	4:03PM	BU	LOVE, THOMAS	667	AUTH	1
09/12/2016	2:32PM	AT	DELLE, JACLYN 1-3034	182	AUTH	24
09/12/2016	3:14PM	CO101200	BURKERT, RICHARD (1-2853)	960	AUTH	

F1-HELP F2-SELECT
F7-PRIOR PG F8-NEXT PG F9-LINK
GO14 - RECORD FOUND

F4-PRIOR F5-NEXT
F11-NOTE PAD

E-156-17

Contract ID#: CQDA15000004
CLDA17000009

Department: District Attorney

Contract DetailsSERVICE Veterinary ServicesNIFS ID #: CLDA17000009NIFS Entry Date: 04/18/17 Term: 03/01/17 -- 02/28/18

New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name Mid Island Animal Hospital	Vendor ID# 11-2648297
Address 264 West Old Country Road Hicksville, NY 11501	Contact Person Barbara Reynolds Office Manager Phone (516) 681-5477

County Department
Department Contact Robert McManus
Address Nassau County District Attorney's Office 262 Old Country Rd. Mineola, NY 11501
Phone (516) 571-3354

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <input checked="" type="checkbox"/>	4/18/17 4/19/17	Vicki And H. M. Sk	
4/19/17	OMB	NIFS Approval (Contractor Registered) <input checked="" type="checkbox"/>	4/19/17	William Galt	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
4/27/17	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	4/27/17	J. Samples	Yes <input type="checkbox"/> No <input type="checkbox"/>
4/28/17	County Attorney	CA Approval as to form <input type="checkbox"/>	4/28/17		Yes <input type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
6/22/17	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	6/22/17	Englert	



Contract Summary

Description: This is an amendment to extend an existing agreement for veterinary services for a facility dog at the Special Victims Bureau of the District Attorney's Office. This amendment extends the expiration date to February 28, 2018.
Purpose: The services to be provided by the Contractor under this Agreement shall consist of canine veterinary services, which will include but not be limited to diagnostic exams, emergency medical care, emergency surgery, kennel calls for both emergencies and routine care and other related services to promote the health and well-being of the dog assigned to the District Attorney's Office Special Victims Bureau.
Method of Procurement: Sole Source due to location and familiarity with the dog's treatment and medical history.
Procurement History: N/A
Description of General Provisions: This is an extension of an existing agreement with Mid Island Animal Hospital to provide veterinary services to a trained facility dog previously donated to the District Attorney's Office. The dog's function is to help vulnerable and frightened victims and witnesses – particularly children – to feel more comfortable discussing traumatic or violent events or experiences. The amount of the original agreement was \$5,000.00 and ample funding remains from that amount to cover the term of this extension.
Impact on Funding / Price Analysis: This agreement will be funded by discretionary forfeiture funds with no cost to Nassau County.
Change in Contract from Prior Procurement: No change.
Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	DA89
Resp:	DA 891A
Object:	DE 500
Transaction:	CQ

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$
Federal	\$
State	\$.01
Capital	\$
Other	\$
TOTAL	\$.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	DAGRT891AOTH/DE500	\$.01
2		\$
3		\$
4	APPROVED: <i>[Signature]</i> 4/27/17	\$
5	INSURANCE SECTION	(\$412)
6		\$
TOTAL		\$.01

Document Prepared By: **R. McManus**

Date: **04/18/17**

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name <i>[Signature]</i>
Name	Name	Date <i>6/22/17</i>

RULES RESOLUTION NO. – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE NASSAU COUNTY DISTRICT ATTORNEY AND
MID ISLAND ANIMAL HOSPITAL

WHEREAS, the County has negotiated an amendment to a personal services agreement with Mid Island Animal Hospital to provide canine veterinary services, including emergency care and surgery, for the dog(s) assigned to the Department's Special Victims Bureau, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amended agreement with Mid Island Animal Hospital.



Nassau County Interim Finance Authority

Contract Approval Request Form

(As of March 2017)

Mid Island Animal Hospital

1. Vendor:

2. Dollar amount requiring NIFA approval: \$.01

Amount to be encumbered: \$.01

This is a ☐ New Contract ☐ Advisement ☒ Amendment

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 03/01/17 - 02/28/18

Has work or services on this contract commenced? ☒ Yes ☐ No

If yes, please explain: Ongoing agreement - (no services provided since 03/01/17)

4. Funding Source:

<input type="checkbox"/> General Fund (GEN)	<input type="checkbox"/> Grant Fund (GRT)
<input type="checkbox"/> Capital Improvement Fund (CAP)	Federal % <u> </u>
<input type="checkbox"/> Other	State % <u>100</u>
	County % <u> </u>

Is the cash available for the full amount of the contract? ☒ Yes ☐ No
If not, will it require a future borrowing? ☐ Yes ☐ No

Has the County Legislature approved the borrowing? ☐ Yes ☐ No N/A

Has NIFA approved the borrowing for this contract? ☐ Yes ☐ No N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This is a one year extension of an agreement to provide canine veterinary services to promote the health and well-being of the District Attorney's Office service dog. The service dog is trained to assist victims and witnesses in sensitive cases, particularly children in abuse cases.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Nassau County Committee and/or Legislature	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

Original agreement for \$5,000.00 executed by County on 02/27/15.

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

CQDA15000004/CLDA16000007
03/01/16 - 02/28/17 \$0.01

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Roseanne Bell 4/25/17
Signature Title Date

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

___ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

___ I certify that the bonding for this contract has been approved by NIFA.

___ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Payment is not guaranteed for any work commenced prior to this approval.

Signature Title Date

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, relevant Nassau County Legislature communication documents and relevant supplemental information as specified in the NIFA Contract Guidelines that pertain to the items requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review. NIFA reserves the right to request additional information as needed.

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Mid Island Animal Hospital

CONTRACTOR ADDRESS: 264 Old Country Road, Hicksville, NY 11801

FEDERAL TAX ID #: 11-26482297

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

This is a renewal of a contract that was awarded the county by the state and federal government to enhance and expand the work done in the schools under the first contract. See Staff Summary.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department

must explain why the contractor should nevertheless be permitted to contract with the county. In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

X. ☒ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature

04/18/17
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.
Compt. form Pers./Prof. Services Contracts: Rev. 09/15



MADLINE SINGAS
DISTRICT ATTORNEY

OFFICE OF
THE DISTRICT ATTORNEY
NASSAU COUNTY

To: Office of the Comptroller
Office of Management and Budget

From: Jeffrey M. Stein
Chief Administrative Officer

Date: 04/18/17

Re: Sole Source Justification – Mid Island Animal Hospital

This agreement with Mid Island Animal Hospital is to provide veterinary services to “Megga”, a “facility dog” trained to assist victims and witnesses in sensitive cases, primarily children in abuse cases. The dog was provided free of charge by Canine Companions for Independence. Canine Companions is a national organization that trains both dogs and their handlers is assisting in stressful scenarios for victims and witnesses – especially children – such as those frequently faced in a prosecutor’s office. The dog is trained to help vulnerable and frightened victims and witnesses feel more comfortable discussing traumatic or violent events.

A competitive bidding process would not be appropriate due to the fact that Mid Island Animal hospital is familiar with Megga due to having treated her since she was a puppy. In addition, the location of Mid Island Animal Hospital is convenient and nearby to both the Nassau County District Attorney’s Office and the home of the Assistant District Attorney assigned to caring for the dog in the event of an emergency.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

No

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 3/30/17

Vendor: M: d Idol Anul Kosro D

Signed: Mitchell Kornet DM

Print Name: M. Feld Kornet

Title: DM

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Mitchell Karnet
Date of birth 3/4/55
Home address 29 Delancey Ave
City/state/zip Jericho NY
Business address 264 Old County Rd
City/state/zip Hicksville NY
Telephone 516 681 5477
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____

2. Positions held in submitting business and starting date of each (check all applicable)

President 8/12/87 Treasurer _____
Chairman of Board _____ Shareholder _____
Chief Exec. Officer _____ Secretary _____
Chief Financial Officer _____ Partner _____
Vice President _____
(Other) _____

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details. See attached

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ☒
 If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ___ NO ☒ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ___ NO ☒ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ☒ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ___ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Mitchell, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 19 day of April 2017

Michele Scarazzini
Notary Public

MICHELE A. SCARAZZINI
NOTARY PUBLIC-STATE OF NEW YORK
No. D19C6106842
Qualified in Nassau County
My Commission Expires March 15, 2020

Name of submitting business: Mid-Island Animal Hospital

By: Mitchell Kurnet
Print Name
Mitchell Kurnet
Signature

Owner
Title

4.19.17
Date

MID ISLAND **ANIMAL HOSPITAL**

264 W. Old Country Road Hicksville, New York 11801
www.midislandvet.com (516) 681-KISS (5477)

June 16, 2017

Dr. Mitchell Kornet is the sole owner Mid Island Animal Hospital.

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is "none" or "not-applicable."
No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 06/02/17

1) Proposer's Legal Name: Mid island Animal Hospital LLC

2) Address of Place of Business: 264 Old Country Rd., Hicksville, NY 11801

List all other business addresses used within last five years: NONE

3) Mailing Address (if different): _____

Phone : 516-681-5477

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: 11-2648297

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☒ Other (Describe) LLC

7) Does this business share office space, staff, or equipment expenses with any other business?

Yes ☐ No ☒ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details. _____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

Yes ☐ No ☒ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge.

b) Any misdemeanor charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ☐ No ☒

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
Yes ____ No ☒ If Yes, provide details for each such conviction.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ____ No ☒ If Yes, provide details for each Such occurrence.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ____ No ☒

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ____ No ☒ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a. Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

i. Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICT EXISTS

ii. Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICT EXISTS

iii. Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICT EXISTS

b. Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.
We would contact Nassau County and follow whatever instructions are received.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation; 1964
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; See attached
- iii) Name, address and position of all officers and directors of the company; See attached
- iv) State of incorporation (if applicable); NY
- v) The number of employees in the firm; 25
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments; See attached.

B. Indicate number of years in business. 53

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Huntington Animal Hospital

Contact Person Jeffrey Kramer, DVM

Address 113 Walt Whitman Rd.

City/State Huntington, NY 11746

Telephone (631) 423-7020

Fax # _____

E-Mail Address _____

Company Long Island Animal Hospital

Contact Person Adam Krawczyk, DVM

Address 798 Old Country Rd.

City/State Westbury, NY 11590

Telephone (516) 333-0400

Fax # _____

E-Mail Address _____

Company Central Animal Hospital

Contact Person Michael Woltz, DVM

Address 317 Ardly Rd.

City/State Scarsdale, NY 10583

Telephone (914) 723-1250

Fax # _____

E-Mail Address _____

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Mitchell Kornet, DVM, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 7 day of June 2017

Michele Scarazzini
Notary Public

MICHELE A. SCARAZZINI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SC6106842
Qualified in Nassau County
My Commission Expires March 15, 2020

Name of submitting business: Mid Island Animal Hospital

By: Mitchell Kornet DVM Print

Mitchell Kornet DVM Signature

Owner
Title

6/17/17 Date

OWNERSHIP DISCLOSURE DOCUMENT

MID ISLAND ANIMAL HOSPITAL
264 WEST OLD COUNTRY RD.
HICKSVILLE, NY 11501

SOLE PRINCIPAL: MITCHELL KORNET, DVM



Dr. Mitchell Kornet:

I became a veterinarian because of my love of animals and the challenge of making their lives better. When I was 13 years old, my pet hamster became sick, and my visit to our local veterinarian transformed my life. From that time on, I did everything in my power to become a veterinarian. I went to a high school that had special programs in agriculture and worked on dairy farms during my summer vacations. My college years were marked with intense studying. My hard work paid off as it allowed me to follow a career path that I had long dreamed of. I earned a Bachelor of Science degree at Cornell University and a Doctor of Veterinary Medicine degree at Cornell in 1979.

I came to Mid Island Animal Hospital in 1981 and became its director in 1983. I have worked throughout the years to expand the services that the hospital provides.

I enjoy all facets of veterinary medicine from internal medicine, surgery and dentistry. In recent years we have added laparoscopic surgery to the services that we offer. I strive to provide the highest quality of medicine for my patients through persistent hard work. Mid Island Animal Hospital has a comprehensive continuing education program that allows its

doctors to stay on the cutting edge of veterinary medicine.

My years at Mid Island Animal Hospital have allowed me to grow and serve the community in many ways. In 1993 I engaged in clinical research and helped field test a new drug for Addison's Disease, and adrenal gland disorder. The results were published in the Journal of the American Veterinary Medical Association and in Current Veterinary Therapy.

In 1998 I became a member of the Long Island Veterinary Medical Association's Disaster Preparedness Committee. Little did we know that we would be put to the test on September 11, 2001. Suddenly I found myself part of a team responsible for sending veterinarians and assistants to ground zero at the World Trade Center site on a daily basis to care for the search and rescue dogs. We arranged for 24 hour care for the service dogs. This became my "second job" until November 3, 2001. In December 2001 I received the award of Veterinarian of the Year from the Long Island Veterinary Medical Association for my service during this critical period in history.

I have served my alma mater, Cornell University by leading the College of Agriculture and Life Sciences Alumni Association. I was a board member from 2001 and President from 2007 until 2008. I also have represented the College of Veterinary Medicine at several alumni functions. Cornell University has afforded me a lifetime of opportunities and I enjoy helping others attain their goals. In November of 2012 I was honored as an Outstanding Alumni Award winner by the Cornell University College of Agriculture and Life Sciences (<http://cals.cornell.edu/get-involved/alumni/leadership-and-recognition/oa/mitchell-kornet/>)

Throughout the years I have invited a variety of community groups to Mid Island Animal Hospital to learn about veterinary medicine and the care of animals. We have opened our doors to nursery school groups, Brownie troops, hearing impaired students, and high school students. We are proud to educate our youth.

At Mid Island Animal Hospital we have a rapidly growing list of students who come to shadow us and were later accepted to the finest veterinary colleges. Several of the students have come back to us to

train, and some have even joined our staff. One of my passions is inspiring and mentoring students interested in veterinary medicine. My support of students has been recognized in Veterinary Legacy, a blog written by Dean Emeritus Donald Smith of Cornell University. The blog describes my path to becoming a veterinarian and my involvement with students

(<http://veterinarylegacy.blogspot.com/2011/10/dr-mitch-kornet-and-tradition-of.html>)

After practicing over 30 years, I am as excited and enthusiastic about veterinary medicine as ever. In fact, I am never on time for work, I always get there early. It is my privilege to be a veterinarian.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Mid Island Animal Hospital LLC

Address: 264 W. Old Country Road

City, State and Zip Code: Hicksville NY 11801

2. Entity's Vendor Identification Number: _____

3. Type of Business: ☒ Public Corp ☐ Partnership ☐ Joint Venture

☒ Ltd. Liability Co ☐ Closely Held Corp _____ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Mitchell Kurnet
264 W Old Country Road
Hicksville NY 11801

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

Mitchell Kurnet DVM
264 W. Old Country Rd
Hicksville NY 11801

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. **See below for a complete description of lobbying activities.**

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 3/30/17

Signed: [Signature]

Print Name: Michael Kornet

Title: Owner

AMENDMENT NO. 2

AMENDMENT (together with any appendices or exhibits hereto, this "**Amendment**"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "**County**"), acting on behalf of the Nassau County District Attorney's Office, having its principal office at 262 Old Country Road, Mineola, New York 11501 (the "**Department**") and (ii) **Mid Island Animal Hospital**, having its principal office at **264 West Old Country Road, Hicksville, New York 11801** (the "**Contractor**").

WITNESSETH:

WHEREAS, pursuant to County contract number CQDA15000004 between the County and the Contractor, executed on behalf of the County on February 27, 2015, as amended by amendment one (1), County contract number CLDA16000007, executed on behalf of the County on June 30, 2016 (the "**Original Agreement**"), the Contractor provides canine veterinary services to promote the health and well-being of the dog assigned to the Department's Special Victims Bureau, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "**Services**"); and

WHEREAS, the term of the Original Agreement is from March 1, 2015 until February 29, 2017, with two (2) one (1) year options to renew, and subject to early termination as provided for under the Original Agreement (the "**Original Term**"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Five Thousand Dollars (\$5,000.00) (the "**Maximum Amount**"); and

WHEREAS, the County desires to exercise one (1) of the two (2) renewal options by extending the Original Term.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:


1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "**Amended Agreement**"), shall be February 28, 2018, subject to early termination as provided for under this Amended Agreement.

2. Payment. (a) **Amount of Consideration.** The County agrees to pay the Contractor pursuant to the amended rate schedule for Services provided which is attached hereto as "Appendix A-2" and incorporated herein by reference.

3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

MID ISLAND ANIMAL HOSPITAL

By: 
Name: Mitchell Korn
Title: owner
Date: 7/30/17

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
☐ Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
COUNTY OF NASSAU)

On the 30 day of March in the year 2017 before me personally came Mitchell Korvet to me personally known, who, being by me duly sworn, did depose and say that she resides in the County of Nassau; that he or she is the of Mid Island Animal Hospital of the corporation described herein and which executed the above instrument; and that she signed her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

corporation.

Michele Scarazzini
MICHELE A. SCARAZZINI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SC6106842
Qualified in Nassau County
My Commission Expires March 18, 2020

STATE OF NEW YORK)
COUNTY OF NASSAU)ss.:
)

On the ____ day of _____ in the year 2017 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of _____; that he is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

APPENDIX A-2

Mid Island Animal Hospital

Price Listing

Tuesday, March 28, 2017

PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)	PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)
800	(BANDAGES & CASTS, 800-824)	\$ 0.00	631	ACTH Resp. 4 hrs & 5 hrs Post Trilostane	\$ 156.00
400	(BLOOD CHEMISTRY, 400-435)	\$ 0.00	522	ACTH response test	\$ 94.00
1900	(BOARDING FEES, 1900-1920)	\$ 0.00	522	ACTH response test	\$ 156.00
1620	(DAILY CARE FEES, 1620-1639)	\$ 0.00	2858	Adams Flea Dip 4oz	\$ 13.00
1600	(FLUID THERAPY, 1600-1619)	\$ 0.00	2862	Adams Flea Off Dust II 3oz	\$ 9.00
4301	(FLUIDS, 4301-4399)	\$ 0.00	2866	Adams Flea Off Mist 16oz	\$ 14.00
825	(GASTROINTESTINAL, 825-859)	\$ 0.00	1659	Additional Injections	\$ 12.00
436	(HEMATOLOGY, 436-460)	\$ 0.00	2357	Adequan per vial	\$ 118.00
860	(HEMATOPOETIC, 860-889)	\$ 0.00	2200	Aerokat	\$ 80.00
4500	(HOSP/GEN.MED SUP., 4500-4649)	\$ 0.00	8	After Hours Exam	\$ 115.00
1640	(HOSPITAL INJECT., 1640-1659)	\$ 0.00	2215	Albon 500mg	\$ 15.00
1075	(INTEGUMENT/EAR, 1075-1119)	\$ 0.00	2202	Albon Liquid/oz	\$ 18.00
4300	(INVENTORY, 4300-4999)	\$ 0.00	2201	Albon tabs 250mg	\$ 15.00
4650	(LABORATORY SUP., 4650-4799)	\$ 0.00	491	Albumin	\$ 47.00
4400	(MAINT/WARD SUP., 4400-4499)	\$ 0.00	392	Aldosterone Base Level	\$ 142.00
461	(MICROBIOLOGY, 461-479)	\$ 0.00	401	Alkaline Phosphatase	\$ 48.00
890	(MUSCULOSKELETAL, 890-949)	\$ 0.00	2214	Allerderm Spot On	\$ 39.00
950	(NEUROLOGICAL, 950-989)	\$ 0.00	525	Allergy Testing-IgE	\$ 175.00
4800	(OFFICE/COMPUTER, 4800-4899)	\$ 0.00	3583	Allerseb-T shampoo 8 oz.	\$ 12.00
970	(OPHTHALMIC, 970-1019)	\$ 0.00	87	Alpha Track 2 Glucose Meter	\$ 125.00
480	(PARASITOLOGY, 480-499)	\$ 0.00	89	AlphaTrack 2 Lancets 100/bx	\$ 25.00
500	(PATHOLOGY, 500-519)	\$ 0.00	88	AlphaTrack 2 Test Strips 50/bx	\$ 65.00
6000	(PRO.SERV/VIAN+, 6000-6099)	\$ 0.00	1149	Alter dog 15-30#	\$ 275.00
4900	(RADIOLOGY SUP., 4900-4999)	\$ 0.00	1150	Alter dog 30-60#	\$ 300.00
1020	(RECONSTRUCTIVE, 1020-1049)	\$ 0.00	1151	Alter dog 60#	\$ 325.00
1050	(RESPIRATORY, 1050-1074)	\$ 0.00	1148	Alter dog< 15#	\$ 260.00
1120	(SPECIAL/MISC., 1120-1139)	\$ 0.00	1152	Alter Feline	\$ 120.00
570	(TOXICOLOGY, 570-579)	\$ 0.00	1189	Alter rabbit	\$ 325.00
1140	(UROGENITAL, 1140-1197)	\$ 0.00	1187	Alter-Ferret	\$ 80.00
580	(UROLOGY, 580-597)	\$ 0.00	2205	Aluminum Hydroxide Powder 20dram	\$ 15.00
1991	* _ nights @ \$ _ per night	\$ 0.00	4523	Amikacin Injection Syringe <1ml	\$ 15.00
1990	* _ nights @ \$ _ per night +tax	\$ 0.00	2351	Aminophylline Tabs 100mg	\$ 15.00
6000	*Balance exists from _____	\$ 0.00	2207	Ammonil 500mg 1000ct	\$ 90.00
1199	*Surgery	\$ 0.00	2204	Amoxi-Drops 50mg/ml 15ml	\$ 15.00
99	*write in	\$ 0.00	2205	Amoxi-Drops 50mg/ml 30ml	\$ 20.00
199	*Write In0	\$ 0.00	2208	Amoxicillin Tabs 100mg	\$ 15.00
299	*Write In1	\$ 0.00	2209	Amoxicillin Tabs 150mg	\$ 15.00
2099	*Write In10	\$ 0.00	2210	Amoxicillin Tabs 200mg	\$ 15.00
2199	*Write In11	\$ 0.00	2211	Amoxicillin Tabs 400mg	\$ 15.00
4299	*Write In12	\$ 0.00	2212	Ampicillin Caps 250mg	\$ 50.00
6499	*Write In14	\$ 0.00	2213	Ampicillin Caps 500mg	\$ 60.00
599	*Write In3	\$ 0.00	2754	Ampicillin w/Sulbactam 1.5g w/prep +inj	\$ 30.00
699	*Write In4	\$ 0.00	891	Amputation/digit(s)	\$ 575.00
799	*Write In5	\$ 0.00	892	Amputation/extremity	\$ 900.00
1599	*Write In6	\$ 0.00	893	Amputation/tail	\$ 400.00
1699	*Write In7	\$ 0.00	402	Amylase	\$ 48.00
1899	*Write In8	\$ 0.00	530	ANA-antinuclear antibody test	\$ 99.00
1999	*Write In9	\$ 0.00	15	Anal Glands-express w/o exam	\$ 42.00
1629	<Day Care-Reserved 1629-1639>	\$ 0.00	1155	Anal Sac Resection	\$ 750.00
1197	<Open>	\$ 0.00	827	Anal Sac(s) Abscess	\$ 285.00
2253	<Open>0	\$ 0.00	828	Anal Sac(s) Removal	\$ 600.00
4103	<Open>1	\$ 0.00	16	Anal sac-express-nurse	\$ 30.00
3900	<PRESC. DIETS, 3900-4099>	\$ 0.00	202	Anal Sacs - Infusion	\$ 52.00
826	Abdominal Exploratory	\$ 600.00	839	Anastomosis-Intestinal	\$ 950.00
1121	Abdominal Tap- Drain Fluid	\$ 150.00	2598	AniMax/EnteDerm Ointment	\$ 14.00
3499	ABS Antibarking Collar	\$ 180.00	3466	Anipryl 10mg/30 tablets	\$ 105.00
1091	Abscess treatment	\$ 275.00	3465	Anipryl 15 mg / 30 tabs	\$ 113.00
408	accu Plex 4	\$ 52.00	3469	Anipryl 2mg/30 Tablets	\$ 98.00
2452	Acepromazine Tabs 10mg	\$ 15.00	3468	Anipryl 30 mg/30ct	\$ 115.00
2453	Acepromazine Tabs 25mg	\$ 15.00	3467	Anipryl 5mg/30 tabs	\$ 100.00
521	Acetylcholine receptor test	\$ 260.00	10	Annual Physical Examination	\$ 68.00
631	ACTH Resp. 4 hrs & 5 hrs Post Trilostane	\$ 94.00	2221	Antirobe 150mg	\$ 15.00

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PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)	PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)
2220	Antirobe Caps 75mg	\$ 15.00	895	Biopsy (muscle or bone)	\$ 150.00
1955	Apomorphine Administration	\$ 80.00	1077	Biopsy (skin)	\$ 160.00
2517	Apoquel 16 mg	\$ 15.00	1142	Biopsy (urogenital)	\$ 375.00
2515	Apoquel 3.6mg	\$ 15.00	896	Biopsy lymph node	\$ 275.00
2516	Apoquel 5.4 mg	\$ 15.00	484	Biopsy-margin evaluation	\$ 81.00
2405	Arquel tablets 20 mg	\$ 7.00	517	Biopsy-surgical margin eval.	\$ 81.00
3098	Arthogen 32 oz.	\$ 47.00	1917	Bird boarding	\$ 15.00
3105	ArthriMax for Cats 6 oz.	\$ 39.00	1627	Bird or Lab Animal Hospit.	\$ 45.00
894	Arthrotomy	\$ 600.00	2555	Bitter Apple 8 oz.	\$ 10.00
305	Artificial Insemination (comp)	\$ 200.00	557	Blood Collecting Fee	\$ 50.00
2802	Artificial Tears ointment	\$ 15.00	579	Blood crossmatch	\$ 80.00
2801	Artificial Tears Opt Soln	\$ 15.00	276	Blood pressure measurement	\$ 45.00
513	Aspirate	\$ 38.00	714	Blood pressure monitor & IV	\$ 28.00
2509	Atopica 100mg	\$ 105.00	454	Blood Processing Fee	\$ 55.00
2506	Atopica 10mg	\$ 37.00	1619	Blood Transfusion Cat	\$ 140.00
2507	Atopica 25mg	\$ 41.00	1601	Blood Transfusion Cat-type A bloodbank	\$ 295.00
2508	Atopica 50mg	\$ 64.00	1618	Blood Transfusion Dog- double unit	\$ 325.00
2514	Atopica for Cats **** 17 ML vial	\$ 108.00	1602	Blood Transfusion Dog- single unit	\$ 250.00
2512	Atopica for Cats 5 ml vial	\$ 47.00	578	Blood type	\$ 75.00
2805	Atropine Oph Ointment 1%	\$ 32.00	585	Blood type and crossmatch	\$ 110.00
3418	Autologous Serum	\$ 70.00	476	BNP Cardiac Test	\$ 130.00
812	Avulsed nail/bandage - major	\$ 90.00	1921	Boarding Additional Day(s)	\$ 0.00
810	Avulsed nail/bandage-minor	\$ 45.00	9	Boarding Examination	\$ 32.00
3404	B 12 Injectable 10ml w/syringes	\$ 20.00	1947	Boarding w/ Fluids	\$ 22.00
512	B-12 (Antech 838)	\$ 81.00	501	Bone Marrow Exam/incl. collect	\$ 295.00
3403	B-12 Injectable 100ml bottle	\$ 15.00	160	Bordetella-without other serv.	\$ 48.00
573	B12/Folate Assay (Antech S16195)	\$ 96.00	159	Bordetella Vaccination	\$ 40.00
569	Babesia canis titer	\$ 122.00	3343	BPO-3 Medicated Shampoo	\$ 13.00
3330	Bactoderm	\$ 18.00	2422	Bravecto > 22 - 44 # 1 dose	\$ 58.00
801	Bandaging - compression	\$ 32.00	2421	Bravecto >44 - 88 # 1 dose	\$ 58.00
802	Bandaging - minor	\$ 30.00	2424	Bravecto >88 -123 # 1 dose	\$ 58.00
803	Bandaging - moderate	\$ 40.00	2423	Bravecto 4.4 # - 9.9# 1 dose	\$ 58.00
804	Bandaging - Robert Jones	\$ 55.00	2425	Bravecto 9.9 - 22# 1 dose	\$ 58.00
203	Bandaging - routine	\$ 35.00	527	Brucellosis Titer	\$ 95.00
805	Bandaging - surgical extensive	\$ 55.00	438	Buffy Coat	\$ 95.00
514	Bartonella western blot test	\$ 52.00	406	BUN (azo-stix)	\$ 26.00
2011	Bath - medicated more than 80#	\$ 48.00	424	BUN/Creatinine	\$ 68.00
2000	Bath Medicated 20 lbs or less	\$ 40.00	2707	Buprenex syringe 0.3mg/ml	\$ 4.50
2002	Bath Medicated 51 to 80 lbs	\$ 44.00	2810	Bur-Otic	\$ 9.00
2001	Bath Medicated 21 to 50 lbs	\$ 42.00	2811	Bur-Otic HC	\$ 10.00
2003	Bath Medicated 81 lbs or more	\$ 48.00	1614	Burette	\$ 22.00
2007	Bath Medicated Feline	\$ 38.00	2505	Butorphanol CRI	\$ 23.00
2005	Bath- boarding	\$ 28.00	4518	Butterfly 21ga	\$ 2.00
2004	Bath-Cosmetic	\$ 38.00	3338	C.E.T. Cat Oral Hygiene Kit	\$ 10.00
2013	Bath-Dermazole shampoo	\$ 60.00	3337	C.E.T. Chews Canine large 30ct	\$ 24.00
2012	Bath-Iyme sulfur	\$ 45.00	3334	C.E.T. Chews Canine Medium	\$ 19.00
2291	Baytril 22.7mg	\$ 15.00	3340	C.E.T. Chews CATS 30ct	\$ 18.00
3101	Baytril Injectable	\$ 35.00	3339	C.E.T. Chews Petite 24ea	\$ 14.00
262	Baytril Injectable/ml + inj.	\$ 3.00	3341	C.E.T. Chews XLG 30 ct	\$ 30.00
3103	Baytril Otic	\$ 26.00	3336	C.E.T. fingerbrush	\$ 5.00
269	Beak and nail clip	\$ 22.00	3506	C.E.T. Oral Rinse	\$ 16.00
270	Beak and wing clip	\$ 25.00	3333	C.E.T. Toothbrush	\$ 5.00
275	Beak Clip	\$ 20.00	3335	C.E.T. Toothpaste	\$ 11.00
11	Behavior consult and exam	\$ 75.00	3331	C.E.T.Dental Care Kit	\$ 14.00
2406	Bene-Bac	\$ 13.00	4332	Cadi 10.1-20	\$ 77.00
3572	Benzoyl Peroxide 3% (BPO-3)Shampoo 16oz	\$ 15.00	4333	Cadi 20.1-30	\$ 82.00
3560	Betadine solution	\$ 9.00	4334	Cadi 30.1-40	\$ 87.00
427	Bile Acids	\$ 96.00	4335	Cadi 40.1-60	\$ 102.00
428	Bile Acids pre+post	\$ 136.00	4331	Cadi 5- 10#	\$ 70.00
403	Bilirubin (direct)	\$ 49.00	4336	Cadi 50.1-60	\$ 110.00
404	Bilirubin (total)	\$ 49.00	4337	Cadi 60.1-70	\$ 115.00
829	Biopsy (gastrointestinal)	\$ 600.00	4338	Cadi 70.1-80	\$ 120.00
1141	Biopsy (kidney)	\$ 375.00	4339	Cadi 80.1-90	\$ 128.00

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PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)	PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)
4340	Cadi 90.1-100	\$ 140.00	3955	Canine Purina EN canned case	\$ 33.00
407	Calcium	\$ 52.00	3995	Canine Purina En formula 6# dry	\$ 25.00
413	Calcium-Ionized	\$ 107.00	4998	Canine Purina Gentle Snackers	\$ 8.00
415	Calcium-Ionized & PTH(S16595)	\$ 210.00	3986	Canine Purina HA dry 16.6#	\$ 70.00
1901	Canine boarding <25#	\$ 25.00	3987	Canine Purina HA dry 25#	\$ 92.00
1904	Canine boarding >90#	\$ 42.00	3937	Canine Purina NF Case 12 13.3 oz.cans	\$ 33.00
1902	Canine boarding 26-60#	\$ 30.00	4996	Canine Purina OM 18#	\$ 53.00
1903	Canine boarding 61-90#	\$ 35.00	4995	Canine Purina OM case	\$ 32.00
1908	Canine boarding c med <25#	\$ 29.00	3984	Canine Purina OM dry 6#	\$ 21.00
1911	Canine boarding c med >90#	\$ 45.00	3917	Canine r/d 12 can case	\$ 33.00
1909	Canine boarding c med 26-60#	\$ 35.00	3919	Canine r/d dry 17.8#	\$ 52.00
1910	Canine boarding c med 61-90#	\$ 40.00	3920	Canine r/d dry 27.5#	\$ 75.00
1923	Canine Boarding- Day Boarding	\$ 22.00	3918	Canine r/d dry 8.6#	\$ 29.00
3948	Canine c/d 12 can case	\$ 37.00	4068	Canine s/d 12qty 13oz case	\$ 37.00
3950	Canine c/d dry 17.6#	\$ 66.00	3864	Canine t/d dry 25#	\$ 79.00
3951	Canine c/d dry 27.5#	\$ 79.00	3862	Canine t/d dry 6#	\$ 21.00
3949	Canine c/d dry 8.6#	\$ 31.00	3985	Canine Treats 1 lb pouch	\$ 6.00
3963	Canine C/D STEW 5.6 oz 24 cans	\$ 44.00	3922	Canine u/d 12 can case	\$ 36.00
3980	Canine C/D STEW case 12qty	\$ 39.00	3981	Canine u/d dry 27.5#	\$ 86.00
3901	Canine d/d can case 12pk	\$ 42.00	3923	Canine u/d dry 8.5#	\$ 33.00
3903	Canine d/d dry 17.6#	\$ 78.00	3924	Canine w/d 12 pk	\$ 33.00
3902	Canine d/d dry 8#	\$ 39.00	3926	Canine w/d dry 17.6#	\$ 53.00
1919	Canine diabetic bd <25#	\$ 40.00	3935	Canine w/d dry 27.5#	\$ 77.00
1913	Canine diabetic bd >90#	\$ 52.00	3925	Canine w/d dry 8.5#	\$ 29.00
1920	Canine diabetic bd 26-60#	\$ 43.00	4095	Canine W/D STEW 24 x 5.5 oz	\$ 41.00
1912	Canine diabetic bd 61-90#	\$ 45.00	4085	Canine W/D Stew large can 12.5oz case 12	\$ 37.00
4184	Canine Elimn-odor	\$ 24.00	3916	Canine Z/D 12 can 13.oz case	\$ 49.00
3977	Canine g/d 12 can case	\$ 34.00	3992	Canine z/d 17.6#	\$ 75.00
3905	Canine g/d dry #8.5	\$ 34.00	3928	Canine Z/D 25#	\$ 95.00
3908	Canine h/d can	\$ 33.00	3989	Canine z/d 6.5 oz case 24	\$ 49.00
3908	Canine h/d dry 17.6#	\$ 64.00	3988	Canine z/d 8#	\$ 38.00
3014	Canine hills stew 5.5 oz individual can	\$ 2.00	3932	Canine Z/D Individual can	\$ 4.00
3981	Canine Hypoallergenic or Metabolic/Treats	\$ 11.00	3957	Canine/feline a/d canned ea	\$ 2.00
3939	Canine l/d 27.5#	\$ 85.00	3956	Canine/feline a/d case 24 cans	\$ 58.00
3909	Canine l/d case 12pk	\$ 34.00	3250	Capstar 2-25 Package	\$ 42.00
3911	Canine l/d dry 17.6#	\$ 60.00	3248	Capstar 2-25 single dose	\$ 7.00
3910	Canine l/d dry 8.5#	\$ 36.00	3251	Capstar over 25# package	\$ 43.00
4158	Canine l/d LOW FAT restore 8.8#	\$ 35.00	3249	Capstar over 25# single dose	\$ 8.00
4087	Canine l/d Low Fat STEW 24 - 5.5oz case	\$ 41.00	3471	Capsule-empty gelatin	\$ 2.00
4140	Canine l/d Lowfat GI Restore case	\$ 34.00	308	Cardiopet-routine exam	\$ 95.00
4164	Canine l/d Stew 12.5 oz can case	\$ 38.00	309	Cardiopet-stat exam	\$ 140.00
4163	Canine l/d stew REGULAR 5.5 oz.	\$ 41.00	2352	Cardoxin .15mg/ml (red)	\$ 18.00
125	Canine Influenza Vaccine	\$ 45.00	2353	Cardoxin L/S .05mg/ml (gm)	\$ 18.00
394	Canine Influenza Titer Cornell	\$ 88.00	807	Casting - fiberglass	\$ 325.00
4111	Canine J/D 8.5#	\$ 32.00	808	Casting - Mason metasplint	\$ 200.00
3967	Canine J/D case	\$ 33.00	809	Casting - plaster	\$ 300.00
3907	Canine J/D dry 27.5#	\$ 86.00	811	Casting - Thomas splint	\$ 300.00
3912	Canine k/d 12 can case	\$ 35.00	1143	Castration, See Below	\$ 0.00
3914	Canine k/d dry 17.6#	\$ 63.00	1613	Catheter cap	\$ 4.00
3915	Canine k/d dry 27.5#	\$ 89.00	1628	Catheter placement-IV	\$ 50.00
3913	Canine k/d dry 8.5#	\$ 35.00	1622	Cats Hospitalization	\$ 62.00
3954	Canine K/D stew 5.5 oz. 24 cann	\$ 41.00	439	CBC (complete blood count)	\$ 68.00
3904	Canine L/D 12 Can Case	\$ 38.00	421	CBC, SMA Profile	\$ 130.00
4079	Canine l/d dry 17.6#	\$ 71.00	419	CBC, SMA, UA	\$ 152.00
3671	Canine Metabolic # 17.6	\$ 60.00	2224	Cefa Tabs 50mg	\$ 15.00
3673	Canine Metabolic 27.5#	\$ 85.00	2225	Cefa Tabs 100mg	\$ 15.00
3670	Canine Metabolic 6 #	\$ 24.00	2226	Cefa Tabs 200mg	\$ 15.00
3672	Canine Metabolic case 12can	\$ 37.00	2241	Cefadrops 50 ml	\$ 62.00
3999	Canine n/d 12 can case	\$ 41.00	2753	Cefotixin Bottle	\$ 30.00
3952	Canine Prescription Individual Can	\$ 3.00	206	Centesis - abdominal	\$ 150.00
3938	Canine Purina NF dry 18#	\$ 69.00	208	Centesis - arthro (joint)	\$ 65.00
3956	Canine Purina DCO 32# dry	\$ 86.00	209	Centesis - percutaneous	\$ 30.00

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PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)	PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)
210	Centesis - thoracic (chest)	\$ 155.00	3100	Cosequin DS#132	\$ 72.00
1816	Central Ven Press. measurement	\$ 65.00	3104	Cosequin for Cats	\$ 27.00
3115	Centrine Tabs 0.2mg	\$ 10.00	3102	Cosequin- small animals	\$ 58.00
2277	Cephalexin CAPSULES 250mg	\$ 15.00	545	CPK serology #014	\$ 47.00
2276	Cephalexin 500mg	\$ 15.00	277	CPR-cardiopulmonary resusc.	\$ 275.00
2274	Cephalexin oral suspension 250/5ml bl.	\$ 32.00	3730	CranMate 60 quantity	\$ 30.00
2247	CERENIA -16MG 4 tablet pkg	\$ 17.00	410	Creatinine	\$ 55.00
2245	Cerenia 160 mg 4 tablet/pk	\$ 43.00	217	Cremation > 125lbs	\$ 170.00
2243	Cerenia 24 mg 4 tablet/pk	\$ 18.00	212	Cremation 1-24 lbs	\$ 80.00
2244	Cerenia 60 mg 4 tablet/pk	\$ 33.00	216	Cremation 100-124	\$ 150.00
2228	Cerumite	\$ 12.00	213	Cremation 25 to 49 lbs	\$ 85.00
1161	Cesarian Section	\$ 600.00	214	Cremation 50 to 74 lbs	\$ 95.00
971	Chalazion	\$ 160.00	215	Cremation 75 to 99 pounds	\$ 120.00
2807	Chloramphen Ophth 1% 3.5mg	\$ 13.00	211	Cremation Services, See Below	\$ 0.00
2808	Chloramphen Ophth Soln 0.5%	\$ 15.00	234	Cremation, Processing Fee	\$ 45.00
3594	Chloramphenicol Oph. Ointment	\$ 8.00	118	CRI- medication	\$ 85.00
2231	Chloramphenicol Tabs 50mg	\$ 15.00	887	Cruciate Ligament Repair	\$ 700.00
2235	Chloramphenicol Tabs 1 gm	\$ 15.00	558	Cryptococcus titr	\$ 130.00
2232	Chloramphenicol Tabs 100mg	\$ 15.00	1145	Cryptorchid (cat)	\$ 350.00
2233	Chloramphenicol Tabs 250mg	\$ 15.00	1144	Cryptorchid (dog)	\$ 450.00
2234	Chloramphenicol Tabs 500mg	\$ 12.00	207	CSF Tap	\$ 300.00
2591	Chlorhexidam Otic Soln 4oz	\$ 12.00	399	Culture & Sens Combo Aerobic & Anaerobic	\$ 205.00
3344	Chlorhexidine Shampoo 4%	\$ 15.00	452	Culture & Sens.-Aerobic	\$ 96.00
2461	Chlorpheniramine Tabs 4mg	\$ 15.00	463	Culture & Sens.-bacterial (Urine)	\$ 98.00
391	Cholesterol	\$ 48.00	467	Culture-anaerobic	\$ 125.00
408	Cholinesterase	\$ 112.00	469	Culture-Blood	\$ 150.00
3507	Ciprofloxacin Ophthalmic Drops	\$ 29.00	479	Culture-fecal Sal,Camp,Shig,Ye	\$ 122.00
3791	Cisapride 5mg	\$ 15.00	470	Culture-fungus swab (ANTECH)	\$ 88.00
295	Claro Treatment 1 Tube	\$ 30.00	484	Culture-Ringworm DTM	\$ 108.00
2240	Clavamox Drops	\$ 29.00	488	Culture-Salmonella/Campyl.	\$ 132.00
2236	Clavamox Tabs 62.5mg	\$ 15.00	13	Cushings Disease Training	\$ 45.00
2237	Clavamox Tabs 125mg	\$ 15.00	3317	Cyclosporin oil 2%	\$ 44.00
2238	Clavamox Tabs 250mg	\$ 15.00	2558	Cyproheptadine 4mg.	\$ 15.00
2239	Clavamox Tabs 375mg	\$ 14.00	2568	Cyproheptadine Syrup/ounce	\$ 12.00
2578	Clinicare Liquid case 12	\$ 55.00	1159	Cystotomy - Cat	\$ 600.00
2222	Clindamycin 150mg	\$ 15.00	1160	Cystotomy - Dog	\$ 650.00
2229	Clindamycin 75mg	\$ 15.00	1163	Cystotomy/urethrotomy	\$ 900.00
2223	Clindamycin Drops 25mg/per ml	\$ 12.00	531	Cytology (in house)	\$ 45.00
2579	Clinicare Liquid Can	\$ 8.00	502	Cytology and aspirate	\$ 80.00
3577	Clinicare powder	\$ 8.00	577	Cytology-ear	\$ 38.00
2867	Clomicalm 20 mg bottle 30 ct	\$ 60.00	433	D-Dimer	\$ 95.00
2868	Clomicalm 5mg bottle 30 ct	\$ 44.00	122	DA2PCPV Puppy 30 day	\$ 88.00
2869	Clomicalm 80mg bottle 30ct	\$ 76.00	124	DA2PCPV Puppy Final 1year	\$ 88.00
432	Clostridium enterotoxin	\$ 140.00	120	DA2PCPV Tri- Annual Vaccination	\$ 35.00
3408	Cobalequin Cat & Dog up to 22# 45 ct.	\$ 24.00	4329	DAP Collar Med-Lg.	\$ 48.00
3407	Cobalequin Med /Lrg Dog 45ct	\$ 30.00	4328	DAP Collar Small	\$ 42.00
4325	Collar 10" and 12"	\$ 8.00	3106	Dasuquin for Cats 84ct	\$ 32.00
4326	Collar 15" through 30"	\$ 10.00	3108	Dasuquin LG. Dog 150 ct.	\$ 94.00
294	Colonic Flush Inc. Cytology	\$ 120.00	3107	Dasuquin Sm-Med Dog 150ct	\$ 82.00
977	Conjunctival Flap	\$ 300.00	1621	Day Patient Care	\$ 45.00
235	Convenia Injection 0-15 #	\$ 65.00	1807	Deciduous teeth-extract 1	\$ 55.00
236	Convenia Injection 15.1-30#	\$ 78.00	1808	Deciduous teeth-extract 2	\$ 80.00
237	Convenia Injection 30.1-40#	\$ 88.00	1809	Deciduous teeth-extract 3	\$ 105.00
238	Convenia Injection 40.1-50#	\$ 98.00	1810	Deciduous teeth-extract 4	\$ 120.00
239	Convenia Injection 60.1- 80#	\$ 108.00	900	Declaw Cat (rear)	\$ 325.00
240	Convenia Injection 80.1 - 70#	\$ 120.00	911	Declaw Feline (all) with alter	\$ 600.00
241	Convenia Injection 70.1 -80#	\$ 130.00	898	Declaw Feline 4	\$ 475.00
292	Convenia Injection 80.1 - 90#	\$ 140.00	899	Declaw Feline(2)	\$ 325.00
293	Convenia Injection 90.1-100#	\$ 150.00	915	Declaw over 2 years old	\$ 450.00
526	Coombs test	\$ 115.00	901	Declaw/Alter cat	\$ 400.00
568	Cortisol level	\$ 75.00	387	Degenerative Myelopathy- U of Missouri	\$ 130.00
471	Cortisol/creat ratio (361)	\$ 128.00	2293	Delete in January	\$ 125.00
523	Cortrosyn (per 0.10ml)	\$ 62.00			

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PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)	PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)
3510	Denamarin 225mg	\$ 52.00	2703	Doxepin 25mg	\$ 15.00
3511	Denamarin 425mg	\$ 89.00	2704	Doxepin 50 mg	\$ 15.00
3509	Denamarin 90mg	\$ 35.00	2706	Doxepin 75mg	\$ 15.00
3512	Denosyl 425mg 30ct	\$ 80.00	2708	Doxdrobe application	\$ 105.00
3503	Denosyl SD4 225mg	\$ 46.00	3699	DOXYCYCLINE 100 mg	\$ 15.00
3504	Denosyl SD4 90mg	\$ 34.00	3459	Drontal Plus Large > 45#	\$ 29.30
1800	Dental Cleaning	\$ 85.00	3458	Drontal Plus Medium 26-60#	\$ 16.40
1801	Dental Cleaning-	\$ 95.00	3457	Drontal Plus Small 2-25#	\$ 15.00
1802	Dental Cleaning--	\$ 110.00	3805	Duragesic Pain Medication 100ug	\$ 80.00
1803	Dental Cleaning---	\$ 125.00	3801	Duragesic pain medication 25ug	\$ 45.00
608	Dental X-ray (>5)	\$ 105.00	3802	Duragesic pain medication 50ug	\$ 85.00
605	Dental X-ray (1)	\$ 55.00	3804	Duragesic pain medication 75ug	\$ 75.00
606	Dental X-ray (2)	\$ 65.00	2902	DuraKyl Dip 4oz	\$ 12.00
607	Dental X-ray (3-5)	\$ 85.00	2008	Ear Cleaning & Nails	\$ 25.00
3658	Deramaxx 100 mg	\$ 15.00	490	Ear cytology slide	\$ 38.00
3659	Deramaxx 25mg	\$ 15.00	201	Ear flush - 2 ears	\$ 295.00
3661	Deramaxx 75mg	\$ 15.00	200	Ear flush - one ear	\$ 275.00
3756	Derm caps	\$ 18.00	481	Ear Mite Swab	\$ 30.00
3757	Derm Caps ES #60	\$ 20.00	1080	Ear Resection (bilateral)	\$ 625.00
3470	DermaBenSs shampoo 12oz	\$ 19.00	1081	Ear Resection (unilateral)	\$ 800.00
3496	DermaChlor HC 8 oz.	\$ 25.00	1146	Ear Tip - Feline	\$ 60.00
3574	Dermallay Shampoo 12oz	\$ 16.00	2821	EasOtic 10 MI	\$ 36.00
3564	Dermallay Spray 12oz	\$ 20.00	700	ECG Monitoring Service	\$ 75.00
3565	DermaLyte Shampoo 12 oz	\$ 14.00	623	Echocardiogram	\$ 360.00
3738	Dermoscent Spot-on 4 pipettes Cat	\$ 28.00	628	Echocardiogram- Dr Reid	\$ 375.00
3735	Dermoscent Spot-on 4 pipettes 0-22 # Dog	\$ 26.00	3701	EctoKyl 3X Shampoo	\$ 13.00
3736	Dermoscent Spot-on 4 pipettes 22-45# Dog	\$ 30.00	437	Ehllichia canis titer	\$ 122.00
3737	Dermoscent Spot-on 4 pipettes 45-90# Dog	\$ 32.00	258	EKG-electrocardiogram	\$ 70.00
1188	Descent-Ferret	\$ 200.00	711	Electronic anesthesia monitor+	\$ 52.00
902	Dewclaw Removal (puppy)	\$ 150.00	2296	Enalapril 10mg	\$ 15.00
903	Dewclaw(s) & Tail(s)/Puppy	\$ 35.00	2294	Enalapril 2.5 mg	\$ 15.00
2100	Deworming - Inject. < 15 lbs	\$ 32.00	2299	Enalapril 20mg	\$ 15.00
2103	Deworming - Inject. > 60 lbs	\$ 48.00	2295	Enalapril 5 mg	\$ 15.00
2101	Deworming - Inject. 15-30 lbs	\$ 35.00	257	Endoscopic Exam/Services	\$ 100.00
2102	Deworming - Inject. 31-60 lbs	\$ 40.00	281	Endoscopy & Ultrasound-Mob.vu	\$ 900.00
2105	Deworming - oral	\$ 20.00	280	Endoscopy-specialist/up or low	\$ 900.00
2106	Deworming - oral (pup/kit)	\$ 8.00	283	Endoscopy-upper and lower	\$ 1,400.00
2107	Deworming-oral(w/Office Visit)	\$ 14.00	218	Enema - deobstipate	\$ 185.00
2606	Dexamethasone ophthalmic drops	\$ 24.00	219	Enema Administration	\$ 65.00
524	Dexamethasone Suppression test	\$ 172.00	2503	Ensisyl-F 100ml Pump	\$ 33.00
3583	Dexamethasone tabs 0.5mg	\$ 15.00	2292	Enrofloxacin 68 mg tablets	\$ 15.00
3660	Dexamethisone Injectable 100ml	\$ 15.00	2290	Enrofloxacin 22.7 mg	\$ 15.00
951	Diaphragmatic hernia repair	\$ 900.00	830	Enterotomy-remove foreign body	\$ 800.00
2587	Dibenzalline 5mg capsules	\$ 15.00	973	Enucleation	\$ 800.00
2583	Dibenzyliline 2.5mg	\$ 15.00	440	Eosinophil Count	\$ 30.00
2825	Diclofenac Solution 2.5ml	\$ 21.00	3595	Erythromycin Ophthalmic Oint.	\$ 38.00
3304	Diethylstilbestrol Tabs 1mg	\$ 15.00	990	Esophagostomy tube	\$ 175.00
571	Digoxin Assay	\$ 55.00	3505	Etolesic 150mg	\$ 15.00
2597	Digoxin tablets	\$ 15.00	3498	Etolesic 300 mg	\$ 15.00
2585	Diltiazem transdermal/syringe	\$ 7.00	3792	Etomidate vial	\$ 39.00
395	Distemper (IgG,IgM) Antech T555	\$ 122.00	4135	Euk Canine Mobility Plus #5	\$ 15.00
566	Distemper/Parvo titer T565	\$ 122.00	4115	Euk Canine OptimumWeight Control 15#	\$ 38.00
2497	DMSO	\$ 15.00	4142	Euk Feline 14# Low Residue Intestinal +	\$ 61.00
904	Docking Tail(s) (only)	\$ 30.00	4044	Euk Feline Optimum Weight Control 5#	\$ 26.00
1623	Dogs < 21 lbs Hospitalization	\$ 65.00	4046	Euk K-9 Optimum Weight Control 30#	\$ 73.00
1625	Dogs > 51 lbs Hospitalization	\$ 72.00	4047	Euk K-9 Optimum Weight Control 5.5#	\$ 15.00
1624	Dogs 21-50 lbs Hospitalization	\$ 68.00	4043	Euk Kidney-Renal Plus 15.5#	\$ 45.00
2901	Domeboros solution	\$ 4.00	4036	Eukanuba 14 oz individual cans	\$ 3.00
3348	Douxo Mousse 6.8oz	\$ 34.00	4021	Eukanuba FEL 6oz individ cans	\$ 2.00
3570	Douxo Shampoo 6.8 oz	\$ 23.00	4038	Eukanuba FEL Renal Plus 5.5#	\$ 29.00
2702	Doxepin 10mg	\$ 15.00	4054	Eukanuba FEL Renal Plus cs 12	\$ 24.00

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PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)	PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)
4056	Eukanuba FEL Skin & Coat Plus LB cs12	\$ 29.00	482	Fecal Examination	\$ 42.00
4053	Eukanuba FELINE Urinary-s+ cs12	\$ 21.00	98	Fecal Float Neg	\$ 0.00
4032	Eukanuba FELINE Intestinal + 5.5#	\$ 30.00	486	Fecal Pathogen (Antech caode SA350)	\$ 220.00
4050	Eukanuba FELINE Intestinal +case12	\$ 24.00	487	Fecal-float and giardia elisa (test 405)	\$ 58.00
4028	Eukanuba FELINE low pH/s eacan	\$ 2.00	493	Fecal-Occult Blood	\$ 71.00
4029	Eukanuba FELINE mod pH/O 5.5#	\$ 26.00	4075	Fel IVD Pres. Diet Cans 5.5oz	\$ 2.50
4055	Eukanuba FELINE mod pH/O cs 12	\$ 23.00	696	Fel Ser II(FIV,FeLV,FIP,Toxo)	\$ 79.00
4031	Eukanuba FELINE mod pH/O ea cn	\$ 2.00	3796	Fel mazole 2.5mg	\$ 12.00
4059	Eukanuba FELINE restr cal 18#	\$ 63.00	3794	Fel mazole 2.5mg 100ct Bottle	\$ 25.00
4025	Eukanuba FELINE restr cal 4.5#	\$ 20.00	3793	Fel mazole 5 mg 100ct Bottle	\$ 30.00
4062	Eukanuba FELINE restr cal cs12	\$ 22.00	3795	Fel mazole 5mg	\$ 15.00
4052	Eukanuba FELINE urinary-s + low pH/s 20#	\$ 63.00	3991	Feline 5.5 individual can	\$ 3.00
4026	Eukanuba FELINE urinary-s + pH/s 5.5#	\$ 25.00	4086	Feline EN 6.6#	\$ 33.00
4018	Eukanuba Intestinal + 30#	\$ 75.00	1907	Feline boarding	\$ 23.00
4051	Eukanuba Intestinal + case -12	\$ 30.00	1914	Feline boarding with med.	\$ 25.00
4009	Eukanuba Intestinal +16#	\$ 46.00	1922	Feline Boarding- Day Boarding	\$ 15.00
4008	Eukanuba Intestinal +5#	\$ 18.00	3934	Feline c/d can 5.5 oz	\$ 47.00
4057	Eukanuba Maximum Calorie Case 12	\$ 27.00	3931	Feline c/d dry 17.6#	\$ 68.00
4007	Eukanuba resp & max cal.form ind. cans	\$ 3.00	3929	Feline c/d dry 4#	\$ 23.00
4005	Eukanuba response FP 15#	\$ 53.00	3930	Feline c/d dry 8.5#	\$ 40.00
4019	Eukanuba response FP 30#	\$ 93.00	3969	Feline C/D stew 2.9 Oz 24 cans	\$ 34.00
4004	Eukanuba response FP 6#	\$ 23.00	4015	Feline d/d 3.5#	\$ 29.00
4058	Eukanuba response FP case 12	\$ 36.00	3032	Feline d/d 8.5#	\$ 62.00
4006	Eukanuba Response KO 16#	\$ 53.00	3971	Feline d/d cans 5.5oz. 24 case	\$ 65.00
4037	Eukanuba response KO 6#	\$ 23.00	1915	Feline diabetic boarding	\$ 38.00
4017	Eukanuba rest-cal Rewards 24oz	\$ 7.00	3979	Feline DM case 5.5 cans	\$ 47.00
4063	Eukanuba restricted cal case12	\$ 34.00	4081	Feline DM Dry 10#	\$ 57.00
4002	Eukanuba restricted cal. 14#	\$ 36.00	3996	Feline DM dry 6#	\$ 39.00
4003	Eukanuba restricted cal. 28#	\$ 66.00	4183	Feline Elim-in-odor	\$ 8.00
4001	Eukanuba restricted cal. 5#	\$ 15.00	4180	Feline g/d 4# dry	\$ 25.00
4041	Eukanuba Senior Plus Joint 30#	\$ 84.00	4000	Feline g/d 5.5 ounce case	\$ 48.00
4040	Eukanuba Senior Plus/ Joint 15#	\$ 44.00	3990	Feline Hills 3oz. Individual can	\$ 2.00
221	Euthanasia 15 lbs or less	\$ 90.00	4070	Feline Hypoallergenic Treats	\$ 4.00
222	Euthanasia 15 to 30 lbs	\$ 95.00	3997	Feline l/d 8.5 #	\$ 38.00
223	Euthanasia 30 to 60 lbs	\$ 100.00	3972	Feline l/d can 5.5 oz 24/case	\$ 46.00
224	Euthanasia 60 lbs & over	\$ 105.00	3973	Feline l/d dry 4#	\$ 21.00
225	Euthanasia Lab animal/bird	\$ 50.00	3982	Feline l/d Stew 2.9 oz 24 cans	\$ 34.00
220	Euthanasia Services, See Below	\$ 0.00	4156	Feline l/d stew 3oz case	\$ 34.00
1606	Extension Set	\$ 4.00	3974	Feline K/D 2.9 oz 24 cans	\$ 37.00
1805	Extraction(s)	\$ 35.00	3933	Feline k/d can 5.5 oz 24/case	\$ 49.00
1898	EXTRACTIONS ARE ADDITIONAL	\$ 0.00	4012	Feline k/d dry 4#	\$ 26.00
227	Eye - tear test (Schirmer)	\$ 25.00	3940	Feline k/d dry 8.5#	\$ 47.00
228	Eye - tonometry	\$ 35.00	4155	Feline k/d stew 3 oz case	\$ 37.00
226	Eye-corneal staining fluoresce	\$ 25.00	3975	Feline l/d can 5.5 oz 24/case	\$ 48.00
976	Eye-diamond burr keratotomy	\$ 200.00	3976	Feline l/d dry 4#	\$ 25.00
984	Eye-replace gland of nictitans	\$ 400.00	533	Feline Leukemia (Elisa)	\$ 57.00
229	Eye-Schirm/corneal fluor.stain	\$ 40.00	534	Feline Leukemia (FA) Test	\$ 120.00
974	Eyelid Surgery/major	\$ 500.00	4023	Feline M/D 4# Dry	\$ 25.00
975	Eyelid Surgery/major x 2	\$ 425.00	3033	Feline M/D 5.5 oz. 24 cans/case	\$ 45.00
978	Eyelid Tumor Removal	\$ 450.00	4022	Feline M/D dry 8.5#	\$ 48.00
2751	Eyewash	\$ 8.00	4154	Feline Metabolic 4#	\$ 24.00
2216	Famciclovir Tablet 250 mg	\$ 15.00	4146	Feline Metabolic 8.5#	\$ 44.00
495	Fanconi Urine Test	\$ 139.00	4162	Feline Metabolic Stew case	\$ 36.00
561	FAVN Rabies Antibody Titer KSU w/o ship	\$ 200.00	4116	Feline OM Case	\$ 43.00
3788	FaVor Feline Vitamin 60ct	\$ 16.00	4080	Feline Purina EN 5.5 oz case 24	\$ 53.00
544	Fecal alpha 1 protease inhibitor	\$ 145.00	3998	Feline Purina HA 4#	\$ 29.00
483	Fecal antech laboratory 'T805'	\$ 45.00	4072	Feline Purina NF 5.5 cans #24	\$ 46.00
498	Fecal Baerman	\$ 122.00	4073	Feline Purina NF Dry 6#	\$ 31.00
497	Fecal Direct	\$ 38.00	4136	Feline Purina OM 16#	\$ 62.00
			3955	Feline Purina OM dry 6#	\$ 27.00
			3950	Feline Purina UR dry 16#	\$ 63.00
			3953	Feline Purina UR dry 6#	\$ 30.00
			3970	Feline Purina UR ST/Ox case 5.5 cans	\$ 46.00
			3034	Feline r/d 17.6# Dry	\$ 70.00

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3983	Feline r/d canned 5.5 ounces 24/case	\$ 45.00	2420	Frontline Plus Dogs up to 22# single	\$ 17.00
3958	Feline r/d dry 4#	\$ 21.00	411	Fructosamine test -diabetics	\$ 96.00
3942	Feline r/d dry 8.5#	\$ 39.00	593	FSP	\$ 25.00
4118	Feline T/D 4#	\$ 22.00	101	Fungal Culture - Negative	\$ 0.00
4120	Feline T/D 8.5#	\$ 40.00	678	Fungal Histoplasmosis Ag-Urine	\$ 282.00
4010	Feline Tiki Cat 12can case	\$ 15.00	559	Fungal profile serology	\$ 111.00
4035	Feline Tiki Cat individual can	\$ 1.75	129	FVRCP Kitten 30day	\$ 88.00
520	Feline URD PCR Panel Idexx	\$ 180.00	130	FVRCP Kitten Final 1year	\$ 88.00
4011	Feline w/d can 5.5 oz 24/case	\$ 43.00	131	FVRCP Kitten Vacc. #3 of 3	\$ 88.00
3959	Feline w/d dry 17.6 #	\$ 67.00	128	FVRCP Tri-Annual Vaccination	\$ 35.00
3947	Feline w/d dry 4#	\$ 20.00	909	FX Repair/Mandibular Symphysis	\$ 400.00
3946	Feline w/d dry 8.5#	\$ 38.00	704	Gas anesthesia > 60 lbs	\$ 125.00
4121	Feline Y/D 4#	\$ 27.00	702	Gas anesthesia < 25 lbs	\$ 110.00
4141	Feline Y/D 8.5#	\$ 52.00	703	Gas anesthesia 26-60 lbs	\$ 115.00
4122	Feline Y/D case	\$ 54.00	701	Gas anesthesia-Xrays	\$ 100.00
3994	Feline z/d 4#	\$ 28.00	705	Gas Anesthesia/addtl hour	\$ 80.00
3936	Feline z/d case 5.5oz. 24/case	\$ 60.00	831	Gastric Lavage	\$ 325.00
4013	Feline z/d dry 8.5#	\$ 58.00	832	Gastric Torsion Complex	\$ 1,200.00
3502	Feliway	\$ 35.00	833	Gastrotomy	\$ 800.00
3790	Felovite	\$ 7.00	834	Gastrotomy Tube	\$ 350.00
134	FelV 1year	\$ 88.00	2494	Genesis Spray	\$ 31.00
133	FelV 30day	\$ 88.00	4524	Gentamicin Inj Syringe < 1ml	\$ 8.00
132	FelV Bi- Annual Vaccination	\$ 40.00	2813	Gentocin (only) Opht Soln	\$ 15.00
905	Femoral Head Osteotomy	\$ 800.00	2814	Gentocin Durafilm Opht Soln	\$ 9.00
1918	Ferret Boarding	\$ 22.00	2815	Gentocin Opht Ointment	\$ 14.00
1626	Ferret Hospitalization	\$ 60.00	2819	Gentocin Otic 15 ml	\$ 15.00
592	Fibrinogen and D-dimer	\$ 110.00	2817	Gentocin Otic and DMSO	\$ 18.00
2455	Filaribits 120 mg 100 tablets	\$ 15.00	2818	Gentocin Otic Soln 7.5ml	\$ 14.00
2456	Filaribits 180 mg	\$ 19.00	591	GGT/Creatinine Ratio (code T930)	\$ 95.00
2454	Filaribits 60 mg	\$ 15.00	603	GI (barium) Series, cat	\$ 350.00
575	FIP Elisa (7B) proteins	\$ 57.00	604	GI (barium) Series, dog	\$ 400.00
584	FIP titer	\$ 66.00	484	Giardia Elisa	\$ 63.00
535	FIV Test	\$ 46.00	412	Glucose (sugar)	\$ 42.00
532	FIV-VWestern Blot Test	\$ 200.00	429	Glucose-serial exam (ANTECH)	\$ 118.00
536	FIV/FelV Test	\$ 72.00	430	Glucose-serial In house	\$ 18.00
4182	Flea comb	\$ 2.00	2490	Glucostat Purina Feline 1pkg	\$ 9.00
624	Flow Cytometry- CSU incl shipping	\$ 290.00	2499	Glycoflex 250 tablets	\$ 20.00
503	Fluid analysis & cytology	\$ 168.00	3571	Glycoflex 500 tablets	\$ 35.00
504	Fluid analysis and collection	\$ 195.00	2576	Goodwinol Ointment 1oz	\$ 15.00
1604	Fluid Therap Addtl Bottles	\$ 21.00	2024	Groom - therapeutic/major	\$ 40.00
1608	Fluid therapy - burette	\$ 25.00	2025	Groom - therapeutic/minor	\$ 20.00
230	Fluid Therapy - SC/ml (O.P.)	\$ 28.00	2023	Groom- shave all hair per hour	\$ 70.00
1603	Fluid Therapy IV First Bottle	\$ 76.00	5	Health Cert./Exam International	\$ 130.00
1605	Fluid Therapy-daily care	\$ 54.00	3223	Heartgard 1-25#	\$ 38.00
1617	Fluids to start on arrival at the Hosp.	\$ 0.00	3224	Heartgard 26-50#	\$ 47.00
1610	Fluids-Irrigation 500 ml bottl	\$ 15.00	3225	Heartgard 51-100#	\$ 58.00
3568	Forbid	\$ 5.00	486	Heartworm Exam (occult)	\$ 48.00
3731	FortiFlora	\$ 36.00	485	Heartworm Microfilaria Knotts Test T390	\$ 57.00
906	Fracture Repair/IM pinning	\$ 900.00	97	Heartworm Neg	\$ 0.00
907	Fracture Repair/KE apparatus	\$ 900.00	492	Heartworm test -- feline	\$ 98.00
908	Fracture Repair/Mandibular	\$ 425.00	231	Heartworm Tx -injection-(not inclu. med)	\$ 80.00
472	Free T4	\$ 114.00	574	Helicobacter test	\$ 79.00
456	Fresh Frozen Plasma 1 unit	\$ 160.00	1079	Hematoma-Aural	\$ 325.00
455	Fresh Frozen Plasma Administration	\$ 80.00	489	Hemobartonella	\$ 47.00
2410	Frontline Plus Cats	\$ 51.00	1021	Hernia (diaphragmatic)	\$ 900.00
2408	Frontline Plus dog 23 to 44 #	\$ 54.00	1022	Hernia (inguinal)	\$ 800.00
2416	Frontline Plus Cats Single Dose	\$ 17.00	1023	Hernia (perianal)	\$ 800.00
2417	Frontline Plus dogs 23-44# single dose	\$ 18.00	1031	Hernia-Umbilical - Cat	\$ 350.00
2414	Frontline Plus dogs 45- 88 #	\$ 55.00	1030	Hernia-Umbilical - Dog	\$ 350.00
2418	Frontline Plus Dogs 45-88# single dose	\$ 18.00	1029	Hernia-Umbilical w/Alter	\$ 200.00
2415	Frontline Plus dogs 89-132 #	\$ 55.00	1028	Hernia-Umbilical w/Spay	\$ 160.00
2419	Frontline Plus Dogs 89-132# single dose	\$ 19.00	4016	Hills FelinePrescription diet cans 5.5oz	\$ 2.00
2413	Frontline Plus dogs up to 22#	\$ 53.00			

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PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)	PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)
912	Hip Luxation Closed Reduction	\$ 400.00	4130	IVD Canine Early Cardiac 17.6#	\$ 63.00
913	Hip Luxation Open Reduction	\$ 800.00	4048	IVD Canine Gastro Low Fat LF 28.6#	\$ 82.00
619	Hip X-Ray	\$ 95.00	4089	IVD Canine Gastro Low Fat LF 6.6#	\$ 28.00
505	Histopathology (biopsy)	\$ 122.00	4034	IVD Canine Gastro Puppy 8#	\$ 40.00
508	Histopathology (skin-biopsy)	\$ 175.00	4083	IVD Canine GI Low Fat LF 17.6#	\$ 59.00
499	Histopathology Lymphoma Profile VDX	\$ 350.00	4091	IVD Canine GI Low Fat LF 24can/case	\$ 68.00
507	Histopathology- Biopsy extra sections	\$ 52.00	4147	IVD Canine Glycobalance 7.7#	\$ 29.00
508	Histopathology-Cornell University/Idexx	\$ 165.00	4148	IVD Canine Glycobalance case	\$ 71.00
2355	Hydrocodone Syrup /oz	\$ 19.00	4159	IVD Canine Glycobalance 17.6#	\$ 68.00
2362	Hydroxyurea 500mg Capsules	\$ 15.00	4114	IVD Canine Hepatic 26.4#	\$ 100.00
2659	Hydroxyzine 10 mg.	\$ 15.00	4113	IVD Canine Hepatic 7.7#	\$ 39.00
2660	Hydroxyzine 25 mg.	\$ 15.00	4149	IVD Canine HP Case	\$ 93.00
2661	Hydroxyzine 50 mg.	\$ 15.00	4107	IVD Canine HP Mod. Cal 24.2#	\$ 99.00
910	Hygroma Correction/Elbow	\$ 400.00	4106	IVD Canine HP Mod. Cal 7.7#	\$ 39.00
3655	HylLyt Spray 8 oz	\$ 15.00	4100	IVD Canine Hypo HP 17.6#	\$ 73.00
448	Hyperthyroid check (1136)	\$ 102.00	4101	IVD Canine Hypo HP 7.7#	\$ 37.00
2361	Hypimmune serum	\$ 150.00	3968	IVD Canine Hypo PD 25#	\$ 100.00
452	I-Stat ECG blood chemistry	\$ 75.00	3943	IVD Canine Hypo PD7.7#	\$ 38.00
1612	I.V. Adapter cap	\$ 4.00	4033	IVD Canine Hypo PR case	\$ 90.00
3697	Iodoxuridine ophthalmic sol.	\$ 32.00	4061	IVD Canine Hypo PV 17.6#	\$ 80.00
3698	Iodoxuridine Ophthalmic Oint.	\$ 40.00	4088	IVD Canine Hypo PV 7.7#	\$ 39.00
457	Immunophenotypic Staining VDX Diagnostic	\$ 240.00	4084	IVD Canine Hypo PV case	\$ 90.00
3305	Incurin 1mg/tablet 30 qty	\$ 24.00	4112	IVD Canine Hypo PD case	\$ 86.00
706	Injectable anesthesia - Cats	\$ 80.00	4082	IVD Canine Hypo PR 17.6#	\$ 76.00
707	Injectable anesthesia - Dogs	\$ 90.00	4084	IVD Canine Hypo PR 7.7#	\$ 38.00
247	Injection #1	\$ 32.00	4039	IVD Canine Hypo PV 25#	\$ 106.00
248	Injection #2	\$ 45.00	4134	IVD Canine Mod. Cal PW 7.7#	\$ 37.00
249	Injection #3	\$ 55.00	3978	IVD Canine Prescription can	\$ 4.00
246	Injection - Anzemet	\$ 35.00	4080	IVD Canine Renal A 17.6# Dry	\$ 60.00
245	Injection - CRI Pain Medication	\$ 90.00	4030	IVD Canine Renal A 6# Dry	\$ 27.00
285	Injection-Amika250mg/ml +inj	\$ 8.00	4097	IVD Canine Renal E Case	\$ 69.00
265	Injection- Baytril/ml + inj	\$ 3.00	3945	IVD Canine Renal MP 24can/case	\$ 68.00
244	Injection- hospital treatment	\$ 12.00	4118	IVD Canine S/O MODERATE cal 17.6#	\$ 60.00
263	Injection- pain medication	\$ 24.00	4131	IVD Canine S/O MODERATE CAL 7.7#	\$ 34.00
258	Injection-Adequan/ ml + inj fee	\$ 20.00	4129	IVD Canine S/O MODERATE case	\$ 80.00
267	Injection-Amlk50mg/ml +inj fee	\$ 1.25	4132	IVD Canine S/O REGULAR 17.6#	\$ 65.00
264	Injection-Avid FriendChip	\$ 48.00	4128	IVD Canine Satiety Support 17.6#	\$ 57.00
204	Injection-Cefatoxin bottle	\$ 14.00	4096	IVD Canine Satiety Support 26.4#	\$ 77.00
252	Injection-Chloramphen/bottle	\$ 18.00	4127	IVD Canine Satiety Support 7.7#	\$ 28.00
205	Injection-CRI Lasix	\$ 90.00	4161	IVD Canine Satiety Support case	\$ 71.00
2752	Injection-Doxycycline 100 mg vial	\$ 14.00	4126	IVD Canine UC Low Purine 18#	\$ 61.00
253	Injection-Epogen	\$ 48.00	4150	IVD Canine Ultimino 19.8#	\$ 96.00
279	Injection-Hetastarch	\$ 70.00	4144	IVD canine Urinary S/O REGULAR case	\$ 76.00
278	Injection-hypertonic saline	\$ 40.00	4137	IVD Canine Weight Control case 24	\$ 57.00
268	Injection-Metronidazole/ml+inj	\$ 12.00	4094	IVD Feline 2.5oz / 3oz..can	\$ 2.00
266	Injection-Pepsid/ml + inj. fee	\$ 5.00	4076	IVD Feline PD case	\$ 68.00
284	Injection-Rimadyl/ml	\$ 32.00	4124	IVD Feline GI HE case	\$ 46.00
254	Injection-Shock treatment	\$ 38.00	4125	IVD Feline GI Fiber Response 8.8#	\$ 46.00
255	Injection-Slmbadol	\$ 45.00	4123	IVD Feline GI HE 8.8#	\$ 46.00
242	Injection-Soludelta cortef 100	\$ 32.00	4105	IVD Feline HP 7.7#	\$ 56.00
243	Injection-Soludelta cortef 500	\$ 45.00	4066	IVD Feline Hypo Adult PV case	\$ 68.00
261	Injection-Solumedrol bottle	\$ 48.00	4090	IVD Feline Hypo PR 8.8#	\$ 63.00
297	Insulin-CRI	\$ 48.00	4065	IVD Feline Hypo PV 8.8#	\$ 65.00
537	Insulin/Glucose ratio	\$ 180.00	4078	IVD Feline Hypo PD 8.8#	\$ 63.00
1630	Intensive care	\$ 150.00	4098	IVD Feline Hypo PR case	\$ 88.00
835	Intestinal Anastomosis	\$ 850.00	4117	IVD Feline MODERATE CAL S/O 3oz.	\$ 37.00
836	Intussusception	\$ 850.00	4133	IVD Feline MODERATE CAL S/O 6.6#	\$ 39.00
443	Iron Profile	\$ 92.00	4071	IVD Feline Prescription can 6oz	\$ 3.00
1615	IV catheter placement	\$ 65.00	4997	IVD Feline Renal A 3 #	\$ 19.00
* 1615	IV catheter placement	\$ 126.00	4020	IVD Feline Renal A 6.6# Dry	\$ 34.00
4153	IVD Canine Ultimino 8.8#	\$ 47.00	4024	IVD Feline Renal D 3.oz./24	\$ 35.00
4145	IVD Canine HP Small Breed 8.8#	\$ 42.00			
4104	IVD Canine Adult PD 17.6#	\$ 76.00			

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4027	IVD Feline Renal E case 24 5.8oz. cans	\$ 51.00	1089	Mass Removal-external (major)	\$ 600.00
4042	IVD Feline Renal F 6#	\$ 34.00	1090	Mass Removal-external (minor)	\$ 200.00
4167	IVD Feline S/O 17.6 #	\$ 67.00	1128	Mass Removal-internal (major)	\$ 800.00
4143	IVD Feline S/O 3.3#	\$ 21.00	1129	Mass Removal-internal (minor)	\$ 700.00
4089	IVD Feline S/O 5.8oz case 24	\$ 47.00	519	Mast Cell Markers Idexx 3375/sample	\$ 490.00
4152	IVD Feline Senior Consult 24/5.8oz case	\$ 45.00	1185	Mastectomy (Cat)	\$ 500.00
4151	IVD Feline Senior Consult 7.7#	\$ 42.00	1186	Mastectomy (Dog)	\$ 650.00
4077	IVD Treats prescription	\$ 9.00	564	Masticatory myositis test 1207	\$ 240.00
4139	IVD Weight Control 17.6#	\$ 71.00	1173	Mature Alter < 15#	\$ 350.00
4138	IVD Weight Control 7.7#	\$ 35.00	1167	Mature Alter 15# - 30#	\$ 360.00
3803	Ivermectin 50ml	\$ 50.00	1171	Mature Alter 30-60#	\$ 370.00
615	IVP XRay Urinary Tract, dog	\$ 615.00	1172	Mature Alter 60 # +	\$ 400.00
614	IVP XRay-Urinary Tract, cat	\$ 615.00	3001	MCT Oil	\$ 138.00
1607	Jugular Catheter	\$ 60.00	2563	Mecizine 25 mg.	\$ 15.00
3586	Keta Chlor Shampoo	\$ 20.00	2	Medical Progress Check	\$ 52.00
3021	Knockout premise spray	\$ 12.00	3899	Medication	\$ 0.00
980	Laceration (corneal)	\$ 400.00	1905	Medication Fee (1)	\$ 1.00
1027	Laceration (intermediate)	\$ 300.00	3897	Medicine Administration 2x per day	\$ 22.00
981	Laceration (lid)	\$ 350.00	3665	Medrol 4 mg	\$ 5.50
1025	Laceration (major)	\$ 400.00	3131	Mephyton Tablets	\$ 9.00
1026	Laceration (minor)	\$ 250.00	3405	Meropenem 500mg/vial	\$ 31.00
2581	Lactulose syrup - /4 ounces	\$ 15.00	2502	Melacalm	\$ 32.00
2584	Lactulose syrup-bottle	\$ 18.00	3782	Melthimazole 5mg Tablets	\$ 15.00
917	Laparoscopic Liver Biopsy (plus patho)	\$ 1,200.00	3779	Melthimazole transdermal/syring	\$ 5.00
919	Laparotomy	\$ 800.00	2809	Meloclopramide 10 mg	\$ 15.00
2364	Lasix 40mg	\$ 15.00	2264	Metronidazole 250mg	\$ 15.00
2365	Lasix 20mg	\$ 15.00	2265	Metronidazole 600mg	\$ 15.00
2359	Lasix Tabs 12.5mg	\$ 15.00	2262	Metronidazole Suspension 50mg/ml per oz.	\$ 15.00
2360	Lasix Tabs 50mg	\$ 15.00	2963	MiconalHex + Triz Shampoo 8 oz	\$ 25.00
3122	Laxalone 2.5oz	\$ 9.00	3580	Miconazole and Synotic Suspension	\$ 40.00
431	Lead level-blood	\$ 143.00	3137	Miconazole Lotion	\$ 18.00
396	Lepto Blood T974	\$ 98.00	1130	Microchip Ident Implant	\$ 68.00
396	Lepto PCR Blood & Urine T978	\$ 145.00	232	Microfilaria Treatment	\$ 0.00
397	Lepto PCR Urine T976	\$ 105.00	2495	Midazolam Syringe	\$ 14.00
113	Leptospira Annual	\$ 35.00	3700	MINOCYCLINE Capsules 100 mg	\$ 15.00
114	Leptospira Vacc. #1 of 2	\$ 35.00	2358	Mirtazapine 15mg	\$ 15.00
115	Leptospira Vacc. #2 of 2	\$ 35.00	2363	Mirtazapine 7.5mg	\$ 15.00
389	Leptospirosis Elisia Idexx #3568	\$ 48.00	2513	Mirtazapine 7.5mg/ml 5ML	\$ 18.00
539	Leptospirosis Titer-Cornell	\$ 115.00	95	Miscellaneous Test/Treatments	\$ 0.00
1087	Lip Fold Correction	\$ 400.00	2760	Mitaban dip bottle	\$ 42.00
414	Lipase (pancreas)	\$ 52.00	2582	Mitox Liquid 12ml	\$ 8.00
2580	Liquichlor Ointment 10ml	\$ 10.00	2820	Mometamax/Maxlotic 15g	\$ 34.00
837	Liver Biopsy	\$ 400.00	2504	Morphine CRI/day	\$ 23.00
710	Local Anesthesia	\$ 55.00	2603	Mupirocin Oint. 2% 22g	\$ 20.00
2569	Loperamide 2mg	\$ 9.00	4186	Muzzle - extra large	\$ 13.00
562	Lyme & RMSF titer-Antech381	\$ 101.00	4185	Muzzle - small, medium, large	\$ 12.00
116	Lyme Annual Vaccination	\$ 45.00	3576	Mycodex Pearlescent	\$ 9.00
475	Lyme C6 4DX combo Idexx #2889	\$ 75.00	3581	Mycodex with Alrethrin	\$ 9.00
546	Lyme IgG	\$ 85.00	158	Nail Clip Large Bird	\$ 22.00
547	Lyme IgG/IgM	\$ 95.00	4181	Nail Scissors - Whites	\$ 15.00
3565	Lyme plus dip 16oz	\$ 22.00	1059	Nasal flush feline	\$ 90.00
162	Lyme Series #1 w/ other vac.	\$ 45.00	1088	Nasal Fold Excision	\$ 225.00
163	Lyme Series #2 w/ other vac.	\$ 45.00	84	Nasal oxygen catheter	\$ 85.00
554	Lyme Western Blot test	\$ 223.00	982	Nasolacrimal Flush/cath	\$ 60.00
2266	Lysodren 500mg Tablets	\$ 15.00	1053	Nasopharyngeal Polyp Removal	\$ 300.00
3342	MAA-A-Ket Shampoo 8 fl oz.	\$ 17.00	50	Nassau County Rabies Vaccine 1	\$ 15.00
2592	MalAcetic Otic 8 fl oz.	\$ 21.00	51	Nassau County Rabies Vaccine 2	\$ 15.00
2608	Malacetic Ultra Spray 8 fl oz	\$ 35.00	20	Nebulization-daily	\$ 48.00
2600	Malaket Wipes 50ct	\$ 15.00	509	Necropsy Service < 30 pounds	\$ 350.00
2599	Malaseb Pledgets 60 ct	\$ 18.00	510	Necropsy Service 30-60 lbs	\$ 350.00
3585	Malaseb Shampoo	\$ 17.00	511	Necropsy Service 60 lbs +	\$ 350.00
			4559	Needle 20ga x 1"	\$ 0.25
			4558	Needles 18g x 1"	\$ 0.30

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PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)	PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)
4557	Needles box 18g x 1" -100	\$ 18.00	549	PCR Hemoplasma Panel Feline T985	\$ 115.00
2824	Neo-Caiglucon syrup	\$ 5.00	633	PCR Upper Respiratory Disease T-2512	\$ 175.00
2607	Neo-poly Gramicidin Drops 10ml	\$ 40.00	441	PCV (hematocrit)	\$ 25.00
2604	Neo-Poly-Dex drops	\$ 21.00	442	PCV Serial	\$ 18.00
2605	Neo-Poly-Dex Oint Dexasporin	\$ 24.00	3584	Pearlyt Shampoo 12 oz	\$ 10.00
1168	Nephrectomy	\$ 800.00	916	Pectineus Myotendonectomy	\$ 250.00
1169	Nephrotomy	\$ 800.00	250	Pedicure - courtesy	\$ 0.00
983	Nictitans Eye Flap	\$ 250.00	251	Pedicure - nail trim	\$ 15.00
2586	Nolvadent 1oz.	\$ 15.00	843	PEG tube placement	\$ 350.00
3569	Nolvasan Shampoo 8 ounces	\$ 27.00	2701	Pellitol	\$ 12.00
3777	Nolvasan Soln 4oz.	\$ 12.00	2700	Percortin-V and syringes	\$ 220.00
2489	NoSorb	\$ 4.00	1156	Perianal adenoma	\$ 550.00
5001	NYS Reimburse spay/neut adjust	\$ 0.00	1157	Perianal Adenoma/Castration	\$ 700.00
233	Obstetrical Assistance	\$ 350.00	3778	Pet Cal 60 Tablets	\$ 17.00
1	Office visit	\$ 68.00	4179	Pet Carrier	\$ 6.00
6	Office visit-courtesy	\$ 0.00	3785	Pet-Cal 180 Tablets	\$ 45.00
3494	Oflloxacin Ophthalmic Drops	\$ 44.00	3784	Pet-tabs #60	\$ 17.00
3770	Omega Tri-V Caps Large 60ct	\$ 17.00	3789	Pet-tabs Plus 60ct	\$ 21.00
3764	Omega Tri-V Caps Medium 60ct	\$ 12.00	3138	Pet-Tinic	\$ 20.00
3763	Omega Tri-V Caps Small 60ct	\$ 12.00	838	Pharyngostomy Tube Placement	\$ 180.00
3762	Omega Tri-V Liquid 8oz.	\$ 20.00	2480	Phenobarbital 60 mg	\$ 15.00
2511	Onsior 6mg packet/3 tablets	\$ 15.00	572	Phenobarbital level	\$ 98.00
4099	open	\$ 0.00	2481	Phenobarbital Tabs 1/4gr	\$ 19.00
1123	Operating Room Fee	\$ 300.00	2484	Phenylbutazone Tabs 100mg	\$ 5.00
3472	Optichamber and mask	\$ 85.00	416	Phosphorus	\$ 48.00
3316	Optimmune	\$ 48.00	3787	pHydriion papers - roll	\$ 13.00
3417	Optixcare	\$ 16.00	3347	PhytoVet P Anti Itch Shampoo 8oz	\$ 16.00
2500	Oral Cleansing Gel	\$ 15.00	3346	PhytoVet P Anti-Itch Spray	\$ 19.00
1804	Oral pro-severe tartar	\$ 150.00	4555	Pill Gun	\$ 6.00
1806	Oral Surgery (dental related)	\$ 60.00	4553	Pill Pocket Canine Small	\$ 8.00
2297	Orbax 22.7	\$ 15.00	4554	Pill Pocket Feline	\$ 8.00
2298	Orbax 68mg	\$ 15.00	4556	Pill Pocket- Canine Large	\$ 10.00
282	Osrnia Treatment 1 Tube	\$ 25.00	444	Platelet Count	\$ 44.00
2593	Oti-clens 4oz	\$ 20.00	515	PLI -canine (Idexx) (test 1849)	\$ 75.00
2818	Otomax	\$ 18.00	460	PLI test-Idexx Feline test 2493	\$ 78.00
1170	Ovariohysterectomy, See Below	\$ 0.00	610	PLI- Canine/Feline snap test	\$ 76.00
3573	Oxydex HP Shampoo 8oz	\$ 10.00	271	Pluck Ears/Nails	\$ 20.00
712	Oxygen - First Hour	\$ 50.00	287	Poison ingestion treatment	\$ 155.00
713	Oxygen additional hours	\$ 15.00	417	Potassium	\$ 48.00
2492	Oxyglobin 125 ml	\$ 210.00	2485	Potassium Bromide 10oz.	\$ 40.00
3732	Palladia 10mg / 30 ct	\$ 115.00	2498	Potassium Bromide 250mg / 60 tablets	\$ 24.00
3733	Palladia 15mg/ 30 ct	\$ 184.00	596	Potassium Bromide Level	\$ 152.00
3734	Palladia 50 mg/ 30 ct	\$ 500.00	3601	Potassium Gluconate Gel 5 oz	\$ 16.00
3460	Panacur 10 pound packet (3 per pack)	\$ 15.00	3582	Potassium Gluconate Powder (Rena Plus)	\$ 26.00
3461	Panacur 20 pounds (3 per pack)	\$ 15.00	3587	Potassium Gluconate Tablet	\$ 15.00
3463	Panacur 40 pound packet (3 per packet)	\$ 18.00	2304	Pramoderm HC Spray	\$ 27.00
3464	Panacur liquid/ ounce	\$ 15.00	2709	Prazosin 0.5mg capsule	\$ 15.00
2602	Panalag Ointment 30 ml	\$ 24.00	388	Pre-op Chempanel Antech-SA040	\$ 43.00
3134	Pancreazyme 12 oz	\$ 185.00	445	Praenesthetic Blood Screen In house	\$ 37.00
3133	Pancreazyme Powder 8oz	\$ 125.00	3688	Prednisolone 3MG/ml LIQUID per oz	\$ 15.00
3500	Panmycin Aquadrops	\$ 15.00	2870	Prednisolone Acetate Drops	\$ 24.00
2601	Panalag Ointment 15ml	\$ 14.00	3662	PREDNISOLONE Tabs 5mg	\$ 15.00
538	Parathormone/Calcium (Michigan)	\$ 140.00	3663	Prednisone Tabs 5mg	\$ 15.00
1058	Partial Laryngectomy	\$ 350.00	3664	Prednisone Tabs 20mg	\$ 15.00
541	Parvovirus Antigen	\$ 101.00	3667	Previcox 227mg	\$ 15.00
529	PCR Flea/Tick Borne Assay -Feline T985	\$ 198.00	3666	Previcox 57mg	\$ 15.00
390	PCR Bartonella S1315	\$ 180.00	2287	Prinor 120	\$ 15.00
528	PCR Flea/Tick Borne Assay -Canine T960	\$ 198.00	2282	Prinor 1200	\$ 15.00
516	PCR for FIP Antech T600	\$ 225.00	2280	Prinor 240	\$ 15.00
459	PCR GI Profile - Canine T950	\$ 206.00	2281	Prinor 600	\$ 15.00
451	PCR GI Profile - Feline T955	\$ 206.00	434	Pro BNP Test	\$ 140.00
			2572	Procrit	\$ 90.00

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PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)	PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)
302	Progesterone Test	\$ 85.00	3655	Rimadyl 25mg	\$ 15.00
301	Progesterone Test-	\$ 85.00	3656	Rimadyl 75mg	\$ 15.00
3450	Proheart > 150#	\$ 110.00	4327	Ringers Lactated 1000ml (bag)	\$ 15.00
3315	Proheart 100.1-150#	\$ 95.00	555	Rocky Mountain Spotted Fever	\$ 57.00
3233	Proheart 30.1- 40#	\$ 46.00	842	Salivary Mucoseole	\$ 800.00
3234	proheart 40.1-50 #	\$ 50.00	2976	Scalibor Dog Tick collar	\$ 40.00
3235	Proheart 50.1-60#	\$ 54.00	01	SCHEDULE RECHECK APPT.	\$ 0.00
3258	Proheart 60.1- 70#	\$ 58.00	1153	Scrotal Ablation	\$ 425.00
3259	Proheart 70.1 -80#	\$ 62.00	632	SDMA - Idexx 3638	\$ 45.00
3260	Proheart 80.1-90#	\$ 51.00	3579	Sabalyt Shampoo Box	\$ 12.00
3261	Proheart 90.1-100#	\$ 70.00	2974	Sectrol Two-Way flea foam	\$ 14.00
3603	Proin 75mg	\$ 15.00	2975	Sectrol Two-Way Pet Spry 15oz	\$ 13.00
3604	Proin/Uniflex 25mg	\$ 15.00	304	Semen Analysis (major)	\$ 120.00
3605	Proin/Uniflex 50mg	\$ 15.00	303	Semen Analysis (minor)	\$ 80.00
715	Propofol anesthetic	\$ 22.00	306	Semen Collection/Al	\$ 180.00
473	Protein C test-Cornell U	\$ 125.00	3237	Sentinel 11 to 25#	\$ 50.00
542	Protein Electrophoresis	\$ 160.00	3267	Sentinel 11-25# single dose	\$ 9.00
449	Protein/Creatine ratio (363)	\$ 99.00	3236	Sentinel 2 to 10#	\$ 48.00
3271	Protonix Vial + Inj fee	\$ 15.00	3230	Sentinel 2-10# single dose	\$ 8.00
3501	Prozinc	\$ 125.00	3238	Sentinel 26 to 50#	\$ 58.00
2806	Psittacosis serum titer	\$ 36.00	3231	Sentinel 26-50# single dose	\$ 10.00
588	PT	\$ 42.00	3239	Sentinel 51 to 100#	\$ 68.00
595	PT, PTT (SCA2000)	\$ 96.00	3232	Sentinel 51-100# single dose	\$ 11.00
594	PT,PTT,Plate.,Fibrin,D-Dimer	\$ 190.00	4	Shelter examination	\$ 0.00
590	PT/PTT	\$ 96.00	2451	Sileo Gel 3ml	\$ 32.00
425	PTH	\$ 145.00	3309	Simparica 22.1 - 44 # 3 month	\$ 53.00
435	PTH- RP	\$ 191.00	3308	Simparica 11.1 - 22 # 3 month	\$ 50.00
589	PTT	\$ 40.00	3305	Simparica 2.8 - 5.5 # 3 month	\$ 48.00
840	Pyloroplasty	\$ 400.00	3310	Simparica 44.1- 88 # 3 month	\$ 64.00
2594	Pyoben Gel 1oz	\$ 14.00	3307	Simparica 5.6 - 11 # 3 month	\$ 49.00
1174	Pyometra, canine	\$ 850.00	3311	Simparica 88.1 - 132 # 3 month	\$ 55.00
1175	Pyometra, feline	\$ 700.00	2800	Simplicef 100mg	\$ 15.00
274	Rabbit Teeth Clip/Nails	\$ 40.00	2799	Simplicef 200 mg	\$ 15.00
141	Rabies Vac., Canine 1yr	\$ 88.00	488	Skin Scraping	\$ 42.00
142	Rabies Vac., Canine 2yr	\$ 35.00	2242	Stentrol 20ml	\$ 55.00
143	Rabies Vac., Feline 1yr	\$ 43.00	2246	Stentrol 50ml	\$ 109.00
144	Rabies Vac., Feline Kitten	\$ 93.00	420	SMA Profile (major)	\$ 112.00
609	Radiology Consultation Specialist	\$ 105.00	1916	Small Animal boarding	\$ 18.00
3515	Reconcile 8 mg 30 tablets	\$ 46.00	426	Sodium and Potassium	\$ 72.00
841	Rectal Prolapse	\$ 325.00	4330	Sodium Chloride 0.9 percent 1000ml bag	\$ 10.00
2054	Remove mats (routine)	\$ 18.00	4188	Soft Paws Application	\$ 45.00
2055	Remove mats (severe)	\$ 40.00	4187	Soft Paws Nail caps kit	\$ 14.00
91	Reporting Fee	\$ 4.00	622	Sonogram screen	\$ 110.00
4180	Resco nail trimmer	\$ 12.00	1184	Spay cat + Decl 4	\$ 675.00
3497	Resicort Conditioner	\$ 30.00	1185	Spay cat/declaw(2)	\$ 550.00
446	Reticulocyte Count	\$ 47.00	1177	Spay dog 15-30 #	\$ 305.00
RET	Return/Credit	\$ 0.00	1178	Spay dog 30-50 #	\$ 325.00
5014	Returned Check Services	\$ 30.00	1179	Spay dog 51-80#	\$ 340.00
7	Review	\$ 0.00	1180	Spay dog 80 lbs+	\$ 460.00
3243	Revolution Cats 5.1 -15# 6pack	\$ 105.00	1176	Spay dog<15 lbs	\$ 285.00
3252	Revolution Cats 5.1-15# 3pack	\$ 59.00	1181	Spay feline	\$ 285.00
3254	Revolution dog 10.1 - 20# 3pack	\$ 60.00	1183	Spay feline preg.	\$ 675.00
3245	Revolution dog 10.1-20# 6pack	\$ 105.00	1182	Spay feline/heat	\$ 380.00
3255	Revolution dog 20.1-40# 3pack	\$ 60.00	1195	Spay ferret	\$ 120.00
3246	Revolution dog 20.1-40# 6pack	\$ 105.00	1196	Spay mature dog-surgical fee	\$ 450.00
3256	Revolution dog 40.1-85# 3pack	\$ 63.00	1186	Spay Rabbit	\$ 400.00
3247	Revolution dog 40.1-85# 6pack	\$ 110.00	286	Special Serv.-late treatment	\$ 7.00
3253	Revolution dog 5.1-10# 3pack	\$ 59.00	864	Splenectomy	\$ 800.00
3244	Revolution dog 5.1-10# 6pack	\$ 103.00	3410	Staph Lysate Inj	\$ 118.00
3257	Revolution dog 85.1-130# 3pack	\$ 80.00	1054	Stenotic Nares Repair	\$ 350.00
3242	Revolution pup/kit <5# 3pack	\$ 53.00	587	Stone analysis	\$ 92.00
543	Rheumatoid Factor	\$ 59.00	1609	Subcutaneous Fluids	\$ 38.00
3657	Rimadyl 100mg	\$ 15.00	2493	Sucralate tablets	\$ 15.00
3652	Rimadyl 100mg 180ct.	\$ 280.00			

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PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)	PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)
2356	Sulfasalazine	\$ 9.00	474	TLI B12 Folate Texas Feline	\$ 145.00
3576	Sulfoxydex 8 ounces	\$ 14.00	465	TLI Canine Antech T230	\$ 160.00
3582	SulfOxyDex Shampoo 12fl oz.	\$ 18.00	405	TLI Feline Antech S16800	\$ 88.00
3776	Suppical 5.0oz	\$ 8.00	466	TLI/B12/Folate Antech SA 160 (Canine)	\$ 155.00
865	Surgery Dr. Sevallal/ Infemuso	\$ 800.00	477	TLI/B12/Folate Antech SA275 (Feline)	\$ 144.00
1811	Surgical tooth extract. major	\$ 300.00	3451	Tobramycin 5ml	\$ 24.00
1812	Surgical tooth extract.-inter	\$ 110.00	2573	Torbutrol 6mg	\$ 15.00
1813	Surgical tooth extract.-simple	\$ 80.00	423	Total Protein	\$ 48.00
2822	Surotan 16ml	\$ 31.00	563	Toxoplasmosis IgG/IgM canine (S85030)	\$ 155.00
2510	Suspension, Chicken Flavored 1oz	\$ 7.00	565	Toxoplasmosis IgG/IgM Feline (T-720)	\$ 145.00
3414	Synotic (10ml) with Baytril 10(ml)	\$ 64.00	259	Tracheal Wash/collection	\$ 285.00
3411	Synotic 8 ml	\$ 25.00	1057	Tracheotomy	\$ 300.00
3412	Synotic w/ 3 ml enrofloxacin 22.7mg/ml	\$ 42.00	3653	Tramadol 50mg	\$ 19.00
4520	Syringe 6-12cc	\$ 1.00	708	Tranquilization	\$ 55.00
2496	Syringe filled with medication	\$ 8.00	2284	TraZodone 100mg Tablet	\$ 15.00
4519	Syringe tuberculin	\$ 0.50	2616	Tresaderm Solution 15ml	\$ 35.00
4517	Syringe-Insulin U40 Box	\$ 27.00	2283	Tribrissen Oral Susp. 48mg/ml	\$ 12.00
4521	Syringes 36-60cc	\$ 2.00	2285	Tribrissen Tabs 120mg	\$ 12.00
4522	Syringes 3cc 22g or 20g	\$ 0.75	985	Trichomonas Fecal PCR to Texas	\$ 130.00
1811	T- connector	\$ 5.00	2401	Trifexis 10.1-20#	\$ 115.00
652	T3	\$ 79.00	2402	Trifexis 20.1- 40#	\$ 120.00
551	T4	\$ 62.00	2403	Trifexis 40.1-60 #	\$ 122.00
2590	T8 Keto Flush	\$ 13.00	2400	Trifexis 5 -10#	\$ 112.00
3130	Tagamet 300mg	\$ 1.30	2404	Trifexis 60.1-120 #	\$ 125.00
3129	Tagamet Tabs 200mg	\$ 1.20	478	Triglyceride	\$ 48.00
280	Tear duct flush	\$ 65.00	2288	Trimethoprim Sulfa Tabs 120mg	\$ 15.00
93	Technician Overnight Sat. 5 pm on	\$ 275.00	2289	Trimethoprim Sulfa Tabs 480mg	\$ 15.00
94	Technician Overnight Service	\$ 200.00	450	Trichomonas PCR (inc. shipping)	\$ 98.00
92	Technician Overnight Sun. 12pm- on	\$ 350.00	3345	TrizChlor 4 Spray 8oz	\$ 26.00
273	Teeth Clip-lab animal	\$ 28.00	2595	TrizEDTA 4fl oz.	\$ 18.00
5015	Telephone & L/D Charges	\$ 0.00	2596	TrizEdta w/12 ml Enroflox 100mg/ml inj	\$ 50.00
918	Tendon Repair	\$ 450.00	1200	Tru-cut biopsy needle	\$ 90.00
914	Tendonectomy	\$ 400.00	2354	Tussigon Tablets 6 mg	\$ 19.00
3578	Tetramycin oph. ointment	\$ 23.00	2557	Tylan	\$ 110.00
1154	Testicular Tumor	\$ 450.00	2564	Tylan .25 bottle	\$ 32.00
310	Testosterone	\$ 150.00	616	Ultrasound	\$ 360.00
2278	Tetracycline Caps 250mg	\$ 15.00	626	Ultrasound Dr. Reid	\$ 375.00
2279	Tetracycline Caps 500mg	\$ 15.00	617	Ultrasound - 2 cavities	\$ 605.00
3400	Theophylline CR 200mg	\$ 15.00	618	Ultrasound and Biopsy	\$ 575.00
3401	Theophylline CR 300mg	\$ 15.00	627	Ultrasound and Biopsy Dr Reid	\$ 0.00
3402	Theophylline extend 100mg	\$ 15.00	821	Ultrasound guided aspirate	\$ 140.00
1122	Thoracic Tap - Drain Fluid	\$ 155.00	629	Ultrasound guided aspirate Dr Reid	\$ 0.00
1055	Thoracotomy	\$ 1,000.00	620	Ultrasound guided biopsy only	\$ 220.00
307	Thyroid autoantibody	\$ 52.00	630	Ultrasound guided biopsy only Dr Reid	\$ 0.00
518	Thyroglobulin Auto Antibody Test (T505)	\$ 89.00	677	Ultrasound-Focused assessment	\$ 90.00
560	Thyroid -Post post pill (4-6 hours) T498	\$ 62.00	1162	Urethrostomy	\$ 800.00
3327	Thyroid .5mg /100 tab (SOLOXINE BRAND)	\$ 20.00	1192	Urethrostomy/feline male	\$ 800.00
567	Thyroid Profile T4,FT4 SA370	\$ 135.00	581	Urinalysis (complete)	\$ 49.00
553	Thyroid profile-TSH,FT4,T4 Test (SA380)	\$ 185.00	582	Urinalysis (Ketodiastix)	\$ 14.00
3326	Thyroid Tabs 0.1mg / per 100	\$ 15.00	583	Urinalysis (multi stix)	\$ 30.00
3323	Thyroid Tabs 0.2mg/100	\$ 15.00	576	Urinalysis-specific gravity	\$ 25.00
3324	Thyroid Tabs 0.3mg/100	\$ 15.00	1193	Urinary Obstruction/canine	\$ 275.00
3325	Thyroid Tabs 0.5 mg/100	\$ 15.00	1194	Urinary Obstruction/feline	\$ 275.00
3322	Thyroid Tabs 0.6mg/100	\$ 15.00	96	Urine Culture Neg	\$ 0.00
597	Thyroid test-free T4 by dialys	\$ 125.00	586	Urine Specific Gravity	\$ 25.00
556	Thyroid=FT4,T4,TSH,AutoAntibody (SA400)	\$ 210.00	1164	Urohydropulsion	\$ 325.00
1092	Thyroidectomy	\$ 800.00	3018	V-Kem dip	\$ 12.00
548	Tick Serl-SA330 LY,RMSF,Ecanis	\$ 154.00	3020	V-Kem Sipho + Fogger 12oz	\$ 16.00
2501	Timentin antibiotic-bottle	\$ 32.00	3800	V.A.L. syrup bottle	\$ 42.00
			300	Vaginal Smaer	\$ 42.00
			2491	Valium Tabs	\$ 9.00

DEF. PRICE includes Pkg Fee, Min Price, and Round Off
 * = Price of item when used as bundle

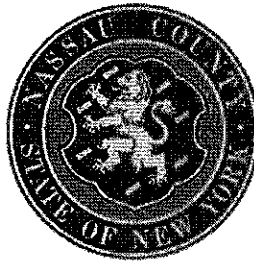
Page 12

Time: 1:50:47 PM

PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)
4592	Venaset 73"	\$ 4.00
2260	Veraffox 25mg/ml 15ml	\$ 35.00
3240	Vetmedin 1.25mg	\$ 15.00
3270	Vetmedin 5mg tablet	\$ 15.00
3789	Vetoryl 10mg 30 capsules	\$ 70.00
3768	Vetoryl 30mg 30 capsules	\$ 88.00
3771	Vetoryl 60 mg 30 caps	\$ 114.00
2828	Vetropolycin Opht Ointment 3.5g	\$ 18.00
3508	Vetsulin 10ml	\$ 58.00
3135	VioKase Tabs 425mg	\$ 0.00
3030	VIP CAT DIP	\$ 13.00
3398	Vitamin K Tablet 5mg	\$ 15.00
3399	Vitamin K Tablets 25 mg	\$ 15.00
447	Von Willebrand's Titer	\$ 190.00
272	Wing Clip	\$ 20.00
453	Wisdom Panel	\$ 180.00
3	with Physical examination	\$ 0.00
90	Write In w/ RX	\$ 0.00
4999	Write-Off Services	\$ 0.00
601	X-Ray Addillon View	\$ 75.00
612	X-Ray Special Contrast Media Charge2	\$ 30.00
613	X-Ray Special Contrast Media Charge3	\$ 40.00
600	X-Ray-first view	\$ 92.00
2302	Zeniquin 100 mg	\$ 15.00
2303	Zeniquin 200 mg	\$ 17.15
2300	Zeniquin 25 mg	\$ 15.00
2301	Zeniquin 50 mg	\$ 15.00
550	Zinc Test	\$ 168.00
2487	Zonisamide 100mg	\$ 15.00
2486	Zonisamide 25mg	\$ 15.00
2488	Zonisamide 50 mg capsules	\$ 15.00
458	Zonisamide Level- Antech	\$ 195.00

DEF. PRICE includes Pkg Fee, Min Price, and Round Off
 * = Price of item when used as bundle


EDWARD P. MANGANO
County Executive



CARNELL T. FOSKEY
County Attorney

COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY
One West Street
Mineola, New York 11501-4820
516-571-3056
FAX: 516-571-6604

To: All Department Heads

From: Carnell T. Foskey
County Attorney 

Re: Contracts to be posted on the County Website

Date: March 30, 2016

In order to avoid the disclosure of vendor information not subject to the Freedom of Information Law (FOIL), you or your designee should do the following:

You shall advise all persons and companies ("Contractors") submitting contract bids, proposals, or other information that will be included in the contract package, that the Contractor may submit, in addition to their routine paperwork, a duplicate redacted version of the paperwork. Such "website ready" paperwork will be posted on the County Legislature's website upon filing the proposed contract for Legislative approval. The "website ready" paperwork may also be used to respond to FOIL requests.

The "website ready" paperwork shall be identical to the paperwork being submitted for consideration by the department, except that the Contractor will have the opportunity to redact all information of a private or personal nature. The "website ready" paperwork is to be attached to the contract package that is being submitted for County approvals. If no "website ready" paperwork is attached to the contract package, it will be presumed that an un-redacted version of the paperwork is acceptable for posting on the County website.

Contractors shall be advised that redactions must be limited to information that is excepted from FOIL disclosure under Article 6 of the New York State Public Officers Law. The type of information that is excepted from FOIL disclosure and may be redacted includes, but is not limited to, social security numbers, home or personal telephone numbers, home addresses, e-mail addresses or social network usernames, information of a personal nature where disclosure would result in economic or personal hardship, and trade secrets or similar information the disclosure of which would cause substantial injury to the competitive position of the person or company providing it. The Contractor shall explain the reason(s) for each redaction. Further, the County reserves the right to unilaterally, without notice, reject Contractor redactions or make additional redactions.

Contractors shall be further advised that failure to submit "website ready" paperwork, including paperwork where redactions are not explained, shall be deemed their consent to the posting of the paperwork in its entirety. The County Legislature will then post an un-redacted version of the paperwork and provide such version to the public if requested pursuant to FOIL, subject to redaction by the County's internal FOIL disclosure procedures.

Contract ID#: CQDA15000004Department: District Attorney**Contract Details**SERVICE Veterinary ServicesNIFS ID #: CQDA15000004NIFS Entry Date: 02/10/15 Term: 03/01/15 -- 02/29/16

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Amendment <input type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES# _____		

Agency Information

Vendor		County Department	
Name Mid Island Animal Hospital	Vendor ID# 11-2648297	Department Contact Robert McManus	
Address 264 West Old Country Road Hicksville, NY 11501	Contact Person Barbara Reynolds Office Manager Phone (516) 681-5477	Address Nassau County District Attorney's Office 262 Old Country Rd. Mineola, NY 11501 Phone (516) 571-3354	

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <input checked="" type="checkbox"/>	2/10/15 2/10/15	<i>Debra Curcio</i> <i>Robert McManus</i>	
	OMB	NIFS Approval (Contractor Registered) <input type="checkbox"/>	2/17/15	<i>William J. Cote</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
2/19/15	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	2/19/15	<i>Robert McManus</i>	
2/22/15	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	2/22/15	<i>Robert McManus</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2/22/15	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>			
2/22/15	County Attorney	NIFS Approval <input type="checkbox"/>	2/22/15	<i>Robert McManus</i>	
	Comptroller	NIFS Approval <input type="checkbox"/>	2/22/15	<i>Robert McManus</i>	
2/22/15	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	2/22/15	<i>Robert McManus</i>	

Contract Summary

PR5254 (1/06)



Description: This is an agreement for veterinary services for a facility dog donated to the District Attorney's Office. This agreement covers the period from March 1, 2015 to February 29, 2016.

Purpose: The services to be provided by the Contractor under this Agreement shall consist of canine veterinary services, which will include but not be limited to diagnostic exams, emergency medical care, emergency surgery, kennel calls for both emergencies and routine care and other related services to promote the health and well-being of the dog assigned to the District Attorney's Office Special Victims Bureau.

Method of Procurement:

Sole Source due to location and familiarity with the dog's treatment and medical history.

Procurement History:

N/A

Description of General Provisions:

This is an agreement with Mid Island Animal Hospital to provide veterinary services to a trained facility dog donated to the District Attorney's Office. The dog's function is to help vulnerable and frightened victims and witnesses – particularly children – to feel more comfortable discussing traumatic or violent events or experiences. The amount of the agreement is \$5,000.00 and the term is one (1) year with an option to renew for up to an additional three (3) one (1) year periods.

Impact on Funding / Price Analysis:

This agreement will be funded by discretionary forfeiture funds with no cost to Nassau County.

Change in Contract from Prior Procurement:

No change.

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	DA89
Resp:	DA 891A
Object:	DE 500
Transaction:	CQ

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$
Federal	\$
State	\$5,000.00
Capital	\$
Other	\$
TOTAL	\$5,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	DAGRT891AOTH/DE500	\$5,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$5,000.00

Document Prepared By: R. McManus

Date: 02/10/15

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: <i>[Signature]</i>
Name: <i>[Signature]</i>	Name: <i>[Signature]</i>	Date: 2/27/15
Date: 2/12/15	Date: 2/11/15	(For Office Use Only)
		E #:

Howard S. Weitzman
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Mid Island Animal Hospital

CONTRACTOR ADDRESS: 264 West Old Country Road
Hicksville, NY 11501

FEDERAL TAX ID #: 11-2648297

Instructions: Please check the appropriate box ("☐") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

This is a renewal of a contract that was awarded the county by the state and federal government to enhance and expand the work done in the schools under the first contract. See Staff Summary.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☒ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

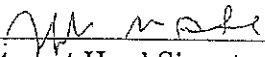
- ☒ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. This is an agreement to provide funding for transportation and supplies for a specific event conducted by this vendor. The attached memorandum provides further details as to why a competitive process is not appropriate in this situation.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature

02/11/15
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04



MADLINE SINGAS
ACTING
DISTRICT ATTORNEY

OFFICE OF
THE DISTRICT ATTORNEY
NASSAU COUNTY

To: Office of the Comptroller
Office of Management and Budget

From: Jeffrey M. Stein
Chief Administrative Officer

Date: 02/10/15

Re: Sole Source Justification – Mid Island Animal Hospital

This agreement with Mid Island Animal Hospital is to provide veterinary services to “Megga”, a “facility dog” trained to assist victims and witnesses in sensitive cases, primarily children in abuse cases. The dog was provided free of charge by Canine Companions for Independence. Canine Companions is a national organization that trains both dogs and their handlers is assisting in stressful scenarios for victims and witnesses – especially children – such as those frequently faced in a prosecutor’s office. The dog is trained to help vulnerable and frightened victims and witnesses feel more comfortable discussing traumatic or violent events.

A competitive bidding process would not be appropriate due to the fact that Mid Island Animal hospital is familiar with Megga due to having treated her since she was a puppy. In addition, the location of Mid Island Animal Hospital is convenient and nearby to both the Nassau County District Attorney’s Office and the home of the Assistant District Attorney assigned to caring for the dog in the event of an emergency.

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of 2015 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County District Attorney's Office, having its principal office at 262 Old Country Road, Mineola, New York 11501 (the "Department") and (ii) Mid Island Animal Hospital, having its principal office at 264 West Old Country Road, Hicksville, New York 11801 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on March 1, 2015, and shall terminate on February 29, 2016, unless sooner terminated in accordance with the provisions of this agreement; provided, however, the County may renew this Agreement under the same terms and conditions for three (3) additional one (1) year periods.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of canine veterinary services, which will include but not be limited to diagnostic exams, emergency medical care, emergency surgery, kennel calls for both emergencies and routine care and other related services to promote the health and well-being of the dog(s) assigned to the Department's Special Victims Bureau (the "Services").

3. Payment. (a) Amount of Consideration. The County agrees to pay the Contractor pursuant to the rate schedule for Services provided which is attached hereto as "Exhibit A" and incorporated herein by reference. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed Five Thousand Dollars (\$5,000.00) ("Maximum Amount"), for each contract year ending on the last day of February, contingent upon available appropriation and encumbrance of funds for these Services.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed,

and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

(f) Reimbursement by the Contractor upon Loss of Funding. In addition to any other remedies available to the County, in the event that the County loses funding, including reimbursement, from the State or federal government for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.

(g) Reallocation Among Line Items. The Contractor may reallocate monies within the budget, provided however, that the Contractor shall not reallocate more than ten percent (10%) of the amount allocated to any line item to another line item nor add or subtract a line item, without the prior written consent of the Department, Clause 10 notwithstanding.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance With Law.

(a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. The Contractor acknowledges and agrees that all information that the Contractor acquires in connection with performance under this Agreement is strictly confidential, shall be held in the strictest confidence and shall be used solely for the purpose of performing services for or on behalf of the County. Such confidential information shall not be disclosed to third parties except (i) as permitted under this Agreement, or (ii) with the written consent of the County (and then only to the extent of the consent) or (iii) upon legal compulsion. The provisions of this section shall survive the termination of this

Agreement and any breach of these provisions shall be cause for immediate termination of this Agreement.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which

insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverage. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverage shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this

subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

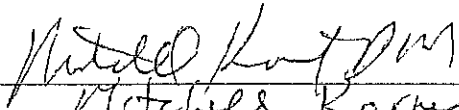
(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

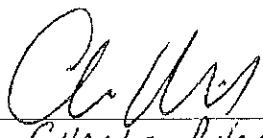
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IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

MID ISLAND ANIMAL HOSPITAL

By: 
Name: Mitchell Kornet
Title: Owner
Date: 2/5/15

NASSAU COUNTY

By: 
Name: CHARLES Ribardo
Title: County Executive
☒ Deputy County Executive
Date: 2/27/15

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 5 day of February in the year 2015 before me personally came Michele Kourt to me personally known, who, being by me duly sworn, did depose and say that she resides in the County of _____; that he or she is the Owner of Mid Island Animal Hospital, the corporation described herein and which executed the above instrument; and that she signed her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

MICHELE A. SCARAZZINI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SC6106842
Qualified in Nassau County
My Commission Expires March 15, 2016

Michele Scarazzini

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 27 day of February in the year 2015 before me personally came Charles Ribando to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Cecilia A. Petrucci
NOTARY PUBLIC

CECILIA A. PETRUCCI
Notary Public, State of New York
No. 01F8780036
Qualified in Nassau County
Commission Expires April 02, 2016

APPENDIX A

Mid Island Animal Hospital

Price Listing

Wednesday, December 17, 2014

PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)	PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)
Category Name: ANESTHESIA SERVICES			303	Semen Analysis (minor)	\$ 45.00
799	*Write In5	\$ 0.00	306	Semen Collection/AI	\$ 160.00
714	Blood pressure monitor & IV	\$ 28.00	307	Thyroid autoantibody	\$ 52.00
700	ECG Monitoring Service	\$ 75.00	300	Vaginal Smear	\$ 35.00
711	Electronic anesthesia monitor+	\$ 52.00	Category Name: DENTAL SERVICES		
704	Gas anesthesia > 60 lbs	\$ 125.00	1899	*Write In8	\$ 0.00
702	Gas anesthesia < 25 lbs	\$ 110.00	1807	Deciduous teeth-extract 1	\$ 55.00
703	Gas anesthesia 26-60 lbs	\$ 115.00	1808	Deciduous teeth-extract 2	\$ 60.00
701	Gas anesthesia-Xrays	\$ 100.00	1809	Deciduous teeth-extract 3	\$ 105.00
705	Gas Anesthesia/addl hour	\$ 80.00	1810	Deciduous teeth-extract 4	\$ 120.00
706	Injectable anesthesia - Cats	\$ 80.00	1800	Dental Cleaning	\$ 75.00
707	Injectable anesthesia - Dogs	\$ 90.00	1801	Dental Cleaning-	\$ 88.00
710	Local Anesthesia	\$ 55.00	1802	Dental Cleaning--	\$ 105.00
712	Oxygen - First Hour	\$ 50.00	1803	Dental Cleaning---	\$ 120.00
713	Oxygen additional hours	\$ 15.00	1806	Extraction(s)	\$ 28.00
715	Propofol anesthetic	\$ 22.00	1898	EXTRACTIONS ARE ADDITIONAL	\$ 0.00
708	Tranquilization	\$ 55.00	1804	Oral pro-severe tartar	\$ 135.00
Category Name: AVIAN-EXOTIC ANIMAL SERVICES			1806	Oral Surgery (dental related)	\$ 60.00
6000 (PRO.SERV/AVIAN+, 6000-6099)		\$ 0.00	1811	Surgical tooth extract. major	\$ 300.00
6499 *Write In14		\$ 0.00	1812	Surgical tooth extract.-Inter	\$ 110.00
Category Name: BOARDING SERVICES			1813	Surgical tooth extract.-simple	\$ 80.00
1900 (BOARDING FEES, 1900-1920)		\$ 0.00	Category Name: DEWORMING SERVICES		
1991 * nights @ \$ per night		\$ 0.00	2199	*Write In11	\$ 0.00
1990 * nights @ \$ per night +tax		\$ 0.00	2100	Deworming - inject. < 15 lbs	\$ 32.00
1999 *Write In9		\$ 0.00	2103	Deworming - inject. > 60 lbs	\$ 48.00
1917	Bird boarding	\$ 12.00	2101	Deworming - inject. 15-30 lbs	\$ 35.00
1947	Boarding w/ Fluids	\$ 15.00	2102	Deworming - inject. 31-60 lbs	\$ 40.00
1901	Canine boarding <25#	\$ 23.00	2105	Deworming - oral	\$ 20.00
1904	Canine boarding >90#	\$ 38.00	2106	Deworming - oral (pup/kit)	\$ 8.00
1902	Canine boarding 26-60#	\$ 28.00	2107	Deworming-oral(w/Office Visit)	\$ 14.00
1903	Canine boarding 61-90#	\$ 32.00	Category Name: EXAMINATION SERVICES		
1908	Canine boarding c med <25#	\$ 27.00	199	*Write In0	\$ 0.00
1911	Canine boarding c med >90#	\$ 42.00	160	Bordetella-without other serv.	\$ 48.00
1909	Canine boarding c med 26-60#	\$ 33.00	159	Bordetella Vaccination	\$ 38.00
1910	Canine boarding c med 61-90#	\$ 37.00	125	Canine Influenza Vaccine	\$ 45.00
1923	Canine Boarding- Day Boarding	\$ 22.00	193	Canine Rabies 2 years	\$ 45.00
1919	Canine diabetic bd <25#	\$ 35.00	190	Corona vaccine	\$ 35.00
1913	Canine diabetic bd >90#	\$ 47.00	191	Corona vaccine with other vac.	\$ 12.00
1920	Canine diabetic bd 26-60#	\$ 38.00	164	DA2P-CPV Vaccine	\$ 40.00
1912	Canine diabetic bd 61-90#	\$ 42.00	145	DA2PCPV + Rabies 1 year vac.	\$ 90.00
1906	Diabetic Boarding-daily fee	\$ 6.00	146	DA2PCPV + Rabies 2 years vac. with Exam	\$ 90.00
1907	Feline boarding	\$ 20.00	173	DA2PCPV + RV1 vaccine	\$ 50.00
1914	Feline boarding with med.	\$ 22.00	174	DA2PCPV + RV2 vaccine	\$ 50.00
1922	Feline Boarding- Day Boarding	\$ 15.00	122	DA2PCPV Puppy 30 day	\$ 85.00
1915	Feline diabetic boarding	\$ 35.00	124	DA2PCPV Puppy Final 1year	\$ 85.00
1918	Ferret Boarding	\$ 33.00	120	DA2PCPV Tri- Annual Vaccination	\$ 33.00
1905	Medication Fee (1)	\$ 1.00	98	Fecal Float Neg	\$ 0.00
1916	Small Animal boarding	\$ 14.00	194	Feline Rabies 1 year	\$ 45.00
Category Name: BREEDING SERVICES			195	Feline Rabies 2 years	\$ 45.00
305	Artificial Insemination (comp)	\$ 160.00	134	FeLV 1year	\$ 85.00
308	Cardiopet-routine exam	\$ 95.00	133	FeLV 30day	\$ 85.00
309	Cardiopet-stat exam	\$ 140.00	132	FeLV BI- Annual Vaccination	\$ 35.00
302	Progesterone Test	\$ 55.00	187	FeLV w/other Vaccines	\$ 30.00
301	Progesterone Test-	\$ 65.00	154	Ferret Distemper Vaccine	\$ 60.00
304	Semen Analysis (major)	\$ 90.00	167	Ferret Rabies 1yr,Distemp.,vac	\$ 78.00
			155	Ferret Rabies Vaccine	\$ 60.00

DEF. PRICE includes Pkg Fee, Min Price, and Round Off
* = Price of item when used as bundle

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PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)	PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)
Category Name: EXAMINATION SERVICES (Cont.)			2023	Groom- shave all hair per hour	\$ 70.00
135	FIP Annual Vaccination	\$ 42.00	2027	Grooming by Professional	\$ 40.00
136	FIP Vacc. Series #1 of 2	\$ 42.00	2051	Mitaban Dip only + mitaban bottle	\$ 70.00
137	FIP Vacc. Series #2 of 2	\$ 42.00	2054	Remove mats (routine)	\$ 10.00
175	FVR-CP + RV1	\$ 58.00	2055	Remove mats (severe)	\$ 25.00
176	FVR-CP + RV2	\$ 58.00	Category Name: HOSPITALIZATION SERVICES		
165	FVR-CP Vaccine (mlv)	\$ 35.00	1620	(DAILY CARE FEES, 1620-1639)	\$ 0.00
129	FVRCP Kitten 30day	\$ 85.00	1600	(FLUID THERAPY, 1600-1619)	\$ 0.00
130	FVRCP Kitten Final 1year	\$ 85.00	1640	(HOSPITAL INJECT., 1640-1659)	\$ 0.00
131	FVRCP Kitten Vacc. #3 of 3	\$ 85.00	1699	*Write In7	\$ 0.00
128	FVRCP Tri-Annual Vaccination	\$ 33.00	1629	<Day Care-Reserved 1629-1639>	\$ 0.00
149	FVRCP,Rabies 1 year,FeLV vac.	\$ 90.00	1669	Additional Injections	\$ 12.00
150	FVRCP,Rabies,FeLV vac.	\$ 105.00	1627	Bird or Lab Animal Hospit.	\$ 45.00
97	Heartworm Neg	\$ 0.00	1601	Blood Transfusion Cat-type A bloodbank	\$ 295.00
113	Leptospiira Annual	\$ 35.00	1618	Blood Transfusion Dog- double unit	\$ 285.00
114	Leptospiira Vacc. #1 of 2	\$ 35.00	1602	Blood Transfusion Dog- single unit	\$ 195.00
115	Leptospiira Vacc. #2 of 2	\$ 35.00	1614	Burette	\$ 22.00
166	Leukocell (FeLV) Vaccine	\$ 35.00	1613	Catheter cap	\$ 4.00
116	Lyme Annual Vaccination	\$ 38.00	1626	Catheter placement-IV	\$ 50.00
162	Lyme Series #1 w/ other vac.	\$ 38.00	1622	Cats Hospitalization	\$ 60.00
163	Lyme Series #2 w/ other vac.	\$ 38.00	1616	Central Ven Press. measurement	\$ 65.00
117	Lyme Vacc. Series #1	\$ 80.00	1621	Day Patient Care	\$ 45.00
118	Lyme Vacc. Series #2	\$ 80.00	1623	Dogs < 21 lbs Hospitalization	\$ 62.00
161	Lyme Vaccination w/ other vac.	\$ 38.00	1625	Dogs > 51 lbs Hospitalization	\$ 70.00
95	Miscellaneous Test/Treatments	\$ 0.00	1624	Dogs 21-50 lbs Hospitalization	\$ 65.00
3450	Proheart > 150#	\$ 110.00	1608	Extension Set	\$ 4.00
3230	Proheart 1-10#	\$ 34.00	1626	Ferret Hospitalization	\$ 60.00
3231	Proheart 10.1-20#	\$ 38.00	1604	Fluid Therap Addit Bottles	\$ 18.00
3315	Proheart 100.1-150#	\$ 95.00	1608	Fluid therapy - burette	\$ 25.00
3233	Proheart 30.1-40#	\$ 46.00	1603	Fluid Therapy IV First Bottle	\$ 72.00
3234	proheart 40.1-50 #	\$ 60.00	1606	Fluid Therapy-daily care	\$ 50.00
3258	Proheart 60.1-70#	\$ 58.00	1610	Fluids-Irrigation 500 ml bottl	\$ 10.00
3259	Proheart 70.1-80#	\$ 62.00	456	Fresh Frozen Plasma 1 unit	\$ 160.00
3260	Proheart 80.1-90#	\$ 51.00	101	Fungal Culture - Negative	\$ 0.00
3261	Proheart 90.1-100#	\$ 70.00	1612	I.V. Adapter cap	\$ 4.00
170	Rabies Canine w/other vaccines	\$ 30.00	1630	Intensive care	\$ 150.00
171	Rabies Feline w/other vaccines	\$ 30.00	1615	IV catheter placement	\$ 65.00
141	Rabies Vac., Canine 1yr	\$ 85.00	1615	IV catheter placement	\$ 125.00
142	Rabies Vac., Canine 2yr	\$ 33.00	1607	Jugular Catheter	\$ 45.00
143	Rabies Vac., Feline 1yr	\$ 38.00	1609	Subcutaneous Fluids	\$ 35.00
144	Rabies Vac., Feline Kitten	\$ 90.00	1611	T- connector	\$ 5.00
169	Rabies Vaccination, Canine 1yr	\$ 35.00	93	Technician Overnight Sat. 5 pm on	\$ 275.00
192	Rabies Vaccine 1yr canine	\$ 45.00	94	Technician Overnight Service	\$ 200.00
96	Urine Culture Neg	\$ 0.00	92	Technician Overnight Sun. 12pm- on	\$ 350.00
Category Name: GROOMING-BATHING SERVICES			Category Name: INVENTORY-INHOUSE-EXPENDABLES		
2059	*Write In10	\$ 0.00	4301	(FLUIDS, 4301-4399)	\$ 0.00
2011	Bath - medicated more than 80#	\$ 44.00	4500	(HOSP/GEN.MED SUP, 4500-4649)	\$ 0.00
2000	Bath Medicated 20 lbs or less	\$ 38.00	4300	(INVENTORY, 4300-4999)	\$ 0.00
2002	Bath Medicated 51 to 80 lbs	\$ 42.00	4650	(LABORATORY SUP., 4650-4799)	\$ 0.00
2001	Bath Medicated 21 to 50 lbs	\$ 40.00	4400	(MAINT/WARD SUP., 4400-4499)	\$ 0.00
2003	Bath Medicated 81 lbs or more	\$ 46.00	4800	(OFFICE/COMPUTER, 4800-4899)	\$ 0.00
2007	Bath Medicated Feline	\$ 35.00	4900	(RADIOLOGY SUP., 4900-4999)	\$ 0.00
2005	Bath- boarding	\$ 24.00	4518	Butterfly 21ga	\$ 2.00
2004	Bath-Cosmetic	\$ 35.00	4325	Collar 10" and 12"	\$ 8.00
2013	Bath-Dermazola shampoo	\$ 60.00	4326	Collar 15" through 30"	\$ 10.00
2012	Bath-Lyme sulfur	\$ 45.00	4329	DAP Collar Med-Lg.	\$ 48.00
2006	Ear Cleaning & Nails	\$ 25.00	4328	DAP Collar Small	\$ 42.00
2024	Groom - therapeutic/major	\$ 40.00	4559	Needle 20ga x 1"	\$ 0.25
2025	Groom - therapeutic/minor	\$ 20.00			

DEF. PRICE includes Pkg Fee, Min Price, and Round Off
 * = Price of item when used as bundle

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PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)	PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)
Category Name: INVENTORY-INHOUSE-EXPENDABLES (Con			424	BUN/Creatinine	\$ 58.00
4558	Needles 18g x 1"	\$ 0.30	407	Calcium	\$ 45.00
4557	Needles box 18g x 1"-100	\$ 18.00	413	Calcium-Ionized	\$ 92.00
4555	Pill Gun	\$ 6.00	415	Calcium-Ionized & PTH(S16595)	\$ 184.00
4327	Ringers Lactated 1000ml (bag)	\$ 7.00	394	Canine Influenza Titer Cornell	\$ 80.00
4520	Syringe 6-12cc	\$ 1.00	439	CBC (complete blood count)	\$ 60.00
4519	Syringe tuberculin	\$ 0.50	418	CBC, Miniscreen (910)	\$ 75.00
4517	Syringe-insulin U40 Box	\$ 24.00	421	CBC, SMA Profile	\$ 121.00
4521	Syringes 35-60cc	\$ 2.00	419	CBC, SMA, UA	\$ 143.00
4522	Syringes 3cc 22g or 20g	\$ 0.75	391	Cholesterol	\$ 40.00
4592	Venaset 73"	\$ 4.00	409	Cholinesterase	\$ 108.00
4999	Write-Off Services	\$ 0.00	432	Clostridium enterotoxin	\$ 132.00
Category Name: LABORATORY SERVICES			526	Coombs test	\$ 108.00
400	(BLOOD CHEMISTRY, 400-435)	\$ 0.00	568	Cortisol level	\$ 68.00
436	(HEMATOLOGY, 436-460)	\$ 0.00	471	Cortisol/Creat ratio (351)	\$ 122.00
461	(MICROBIOLOGY, 461-479)	\$ 0.00	523	Cortrosyn (per 0.10ml)	\$ 58.00
480	(PARASITOLOGY, 480-499)	\$ 0.00	545	CPK serology #014	\$ 43.00
500	(PATHOLOGY, 500-519)	\$ 0.00	410	Creatinine	\$ 50.00
570	(TOXICOLOGY, 570-579)	\$ 0.00	556	Cryptococcus titer	\$ 122.00
580	(UROLOGY, 580-597)	\$ 0.00	399	Culture & Sens Combo Aerobic & Anaerobic	\$ 196.00
599	*Willa In3	\$ 0.00	462	Culture & Sens.-Aerobic	\$ 88.00
408	accu Plox 4	\$ 43.00	463	Culture & Sens.-bacterial (Urine)	\$ 88.00
521	Acetylcholine receptor test	\$ 240.00	467	Culture-anaerobic	\$ 116.00
631	ACTH Resp. 4 hrs & 5 hrs Post Trilostane	\$ 85.00	469	Culture-Blood	\$ 132.00
631	ACTH Resp. 4 hrs & 5 hrs Post Trilostane	\$ 143.00	479	Culture-fecal Sal,Camp,Shig,Ye	\$ 122.00
522	ACTH response test	\$ 85.00	470	Culture-fungus swab (ANTECH)	\$ 58.00
522	ACTH response test	\$ 143.00	464	Culture-Ringworm DTM	\$ 105.00
393	ACTH Response- Feline	\$ 72.00	468	Culture-Salmonella/Campyl.	\$ 132.00
393	ACTH Response- Feline	\$ 130.00	531	Cytology (in house)	\$ 38.00
540	Adrenal Profile Test-Tennessee	\$ 275.00	502	Cytology and aspirate	\$ 81.00
491	Albumin	\$ 40.00	577	Cytology-ear	\$ 35.00
392	Aldosterone Level	\$ 132.00	433	D-Dimer	\$ 90.00
401	Alkaline Phosphatase	\$ 40.00	524	Dexamethasone Suppression test	\$ 162.00
525	Allergy Testing-IgE	\$ 175.00	571	Digoxin Assay	\$ 62.00
402	Amylase	\$ 40.00	395	Distemper (IgG,IgM) Antech T555	\$ 113.00
530	ANA-antinuclear antibody test	\$ 95.00	566	Distemper/Parvo titer T565	\$ 108.00
513	Aspirate	\$ 32.00	490	Ear cytology slide	\$ 35.00
512	B-12 (Antech 838)	\$ 72.00	481	Ear Mite Swab	\$ 30.00
573	B12/Folate Assay (Antech S16195)	\$ 87.00	437	Ehrlichia canis titer	\$ 122.00
569	Babesia canis titer	\$ 122.00	440	Eosinophil Count	\$ 30.00
514	Bartonella western blot test	\$ 52.00	495	Fanconi Urine Test	\$ 139.00
428	Bile Acids pre+post	\$ 123.00	561	FAVN Rabies Antibody Titer KSU w/o ship	\$ 200.00
427	Bile Acids-pre	\$ 81.00	544	Fecal alpha 1 protease inhibitor	\$ 145.00
403	Bilirubin (direct)	\$ 43.00	483	Fecal antech laboratory "T805"	\$ 43.00
404	Bilirubin (total)	\$ 43.00	498	Fecal Baerman	\$ 122.00
494	Biopsy-margin evaluation	\$ 81.00	497	Fecal Direct	\$ 38.00
517	Biopsy-surgical margin eval.	\$ 81.00	482	Fecal Examination	\$ 38.00
557	Blood Collecting Fee	\$ 45.00	496	Fecal Pathogen (Antech caode SA350)	\$ 212.00
579	Blood crossmatch	\$ 80.00	487	Fecal-float and giardia Elisa (test 405)	\$ 52.00
454	Blood Processing Fee	\$ 55.00	493	Fecal-Occult Blood	\$ 71.00
578	Blood type	\$ 75.00	596	Fel Ser II(FIV,FeLV,FIP,Toxo)	\$ 79.00
585	Blood type and crossmatch	\$ 110.00	533	Feline Leukemia (Elisa)	\$ 57.00
476	BNP Cardiac Test	\$ 115.00	534	Feline Leukemia (FA) Test	\$ 101.00
501	Bone Marrow Exam/Incl. collect	\$ 240.00	592	Fibrinogen and D-dimer	\$ 110.00
527	Brucellosis Titer	\$ 85.00	575	FIP Elisa (7B) proteins	\$ 57.00
438	Buffy Coat	\$ 95.00	584	FIP titer	\$ 66.00
406	BUN (azo-stix)	\$ 17.00	535	FIV Test	\$ 46.00
			532	FIV-Western Blot Test	\$ 175.00
			536	FIV/FeLV Test	\$ 65.00
			624	Flow Cytometry- CSU + ship	\$ 220.00
			503	Fluid analysis & cytology	\$ 164.00
			504	Fluid analysis and collection	\$ 191.00

DEF. PRICE includes Pkg Fee, Min Price, and Round Off
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PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)	PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)
Category Name: LABORATORY SERVICES (Cont.)			460	PLI test-Idexx Feline test 2493	\$ 72.00
472	Free T4	\$ 103.00	610	PLI- Canine/Feline snap test	\$ 55.00
411	Fructosamine test -diabetics	\$ 86.00	417	Potassium	\$ 40.00
593	FSP	\$ 25.00	598	Potassium Bromide Level	\$ 143.00
678	Fungal Histoplasmosis Ag-Urine	\$ 262.00	388	Pre-op Chempanel Antech-SA040	\$ 43.00
559	Fungal profile serology	\$ 111.00	445	Preanesthetic Blood Screen in house	\$ 37.00
591	GGT/Creatinine Ratio (code T930)	\$ 90.00	434	Pro BNP Test	\$ 122.00
484	Giardia Elisa	\$ 53.00	473	Protein C test-Cornell U	\$ 90.00
412	Glucose (sugar)	\$ 40.00	542	Protein Electrophoresis	\$ 148.00
429	Glucose-serial exam (ANTECH)	\$ 118.00	449	Protein/Creatinine ratio (363)	\$ 95.00
430	Glucose-serial in house	\$ 18.00	588	PT	\$ 42.00
486	Heartworm Exam (occult)	\$ 43.00	595	PT, PTT (SCA2000)	\$ 83.00
485	Heartworm Microfilaria Knotts Test T390	\$ 57.00	594	PT,PTT,Plate.,Fibrin,D-Dimer	\$ 166.00
492	Heartworm test -- feline	\$ 79.00	590	PT/PTT	\$ 89.00
574	Helicobacter test	\$ 79.00	425	PTH	\$ 139.00
489	Hemobartonella	\$ 47.00	435	PTH- RP	\$ 191.00
505	Histopathology (biopsy)	\$ 113.00	589	PTT	\$ 40.00
506	Histopathology (skin-biopsy)	\$ 176.00	446	Reticulocyte Count	\$ 47.00
499	Histopathology Lymphoma Profile VDX	\$ 350.00	543	Rheumatoid Factor	\$ 59.00
507	Histopathology- Biopsy extra sections	\$ 52.00	555	Rocky Mountain Spotted Fever	\$ 57.00
508	Histopathology-Cornell University/Idexx	\$ 165.00	488	Skin Scraping	\$ 35.00
448	Hyperthyroid check (t135)	\$ 92.00	420	SMA Profile (major)	\$ 103.00
452	I-Stat EC8 blood chemistry	\$ 68.00	428	Sodium and Potassium	\$ 63.00
457	Immunophenotypic Staining VDX Diagnostic	\$ 240.00	587	Stone analysis	\$ 83.00
537	Insulin/Glucose ratio	\$ 148.00	552	T3	\$ 83.00
443	Iron Profile	\$ 80.00	551	T4	\$ 55.00
431	Lead level-blood	\$ 143.00	560	T4-Post post medication (4-6 hours)	\$ 56.00
398	Lepto Blood T974	\$ 95.00	518	Thyroglobulin Auto Antibody Test (T505)	\$ 85.00
396	Lepto PCR Blood & Urine T978	\$ 140.00	567	Thyroid Profile T4,TT4,SA370	\$ 122.00
397	Lepto PCR Urine T976	\$ 95.00	553	Thyroid profile-TSH,TT4,T4 Test (SA380)	\$ 175.00
389	Leptospirosis Elisa Idexx #3568	\$ 40.00	597	Thyroid test-free T4 by dialys	\$ 117.00
539	Leptospirosis Titer-Cornell	\$ 110.00	556	Thyroid=FT4,T4,TSH,AutoAntibody (SA400)	\$ 196.00
414	Lipase (pancreas)	\$ 47.00	548	Tick Serol-SA330 LY,RMSF,Ecanis	\$ 154.00
562	Lyme & RMSF titer-Antech381	\$ 101.00	474	TLI B12 Folate Texas Feline	\$ 145.00
475	Lyme C6 4DX combo Idexx #2889	\$ 70.00	465	TLI Canine Antech T230	\$ 158.00
546	Lyme IgG	\$ 85.00	405	TLI Feline Antech S16800	\$ 80.00
547	Lyme IgG/IgM	\$ 80.00	466	TLI/B12/Folate Antech SA 160 (Canine)	\$ 135.00
554	Lyme Western Blot test	\$ 223.00	477	TLI/B12/Folate Antech SA275 (Feline)	\$ 127.00
520	Mast Cell Marker and Biopsy (AMC)	\$ 495.00	423	Total Protein	\$ 40.00
519	Mast Cell Markers (AMC)	\$ 400.00	563	Toxoplasmosis IgG/IgM (1328)	\$ 122.00
564	Masticatory myositis test 1207	\$ 228.00	565	Toxoplasmosis IgG/IgM CSU	\$ 110.00
422	Miniscreen blood test (911)	\$ 74.00	985	Trichomonas Fecal PCR to Texas	\$ 125.00
509	Necropsy Service < 30 pounds	\$ 350.00	478	Triglyceride	\$ 43.00
510	Necropsy Service 30-60 lbs	\$ 350.00	450	Trichomonas PCR (inc. shipping)	\$ 93.00
511	Necropsy Service 60 lbs +	\$ 350.00	581	Urinalysis (complete)	\$ 43.00
538	Parathormone/Calcium (Michigan)	\$ 110.00	582	Urinalysis (Ketodiastix)	\$ 10.00
541	Parvovirus Antigen	\$ 101.00	583	Urinalysis (multi stix)	\$ 20.00
529	PCR Flea /Tick Borne Assay - Feline	\$ 180.00	576	Urinalysis-specific gravity	\$ 21.00
390	PCR Bartonella T1315	\$ 174.00	586	Urine Specific Gravity	\$ 21.00
528	PCR Flea/Tick Borne Assay - Canine	\$ 180.00	447	Von Willebrand's Titer	\$ 164.00
516	PCR for FIP Antech T900	\$ 185.00	453	Wisdom Panel	\$ 180.00
459	PCR GI Profile - Canine	\$ 195.00	550	Zinc Test	\$ 154.00
451	PCR GI Profile - Feline	\$ 170.00	458	Zonisamide Level- Antech	\$ 191.00
549	PCR Hemoplasma Panel Feline	\$ 101.00	Category Name: MEDICATIONS DISPENSED-OTC		
441	PCV (hematocrit)	\$ 23.00	2253	<Open>0	\$ 0.00
442	PCV Serial	\$ 16.00	3499	ABS Antbarking Collar	\$ 180.00
572	Phenobarbital level	\$ 94.00	2452	Acepromazine Tabs 10mg	\$ 15.00
416	Phosphorus	\$ 43.00			
444	Platelet Count	\$ 36.00			
515	PLI -canine (Idexx) (last 1849)	\$ 70.00			

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PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)	PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)
Category Name: MEDICATIONS DISPENSED-OTC (Cont.)					
2453	Acetpromazine Tabs 25mg	\$ 15.00	2811	Bur-Otic HC	\$ 10.00
2858	Adams Flea Dip 4oz	\$ 13.00	2505	Butorphanol CR1	\$ 23.00
2862	Adams Flea Off Dust II 3oz	\$ 9.00	3338	C.E.T. Cat Oral Hygiene Kit	\$ 10.00
2866	Adams Flea Off Mist 16oz	\$ 14.00	3337	C.E.T. Chews Canine large 30cl	\$ 19.00
2357	Adequan	\$ 118.00	3334	C.E.T. Chews Canine Medium	\$ 15.00
2200	Aerokat	\$ 80.00	3340	C.E.T. Chews CATS 30cl	\$ 18.00
2202	Alben Liquid/oz	\$ 15.00	3339	C.E.T. Chews Petite 24ea	\$ 9.00
2203	Alben Tabs 125mg	\$ 15.00	3341	C.E.T. Chews XLG 30 cl	\$ 30.00
2201	Alben tabs 250mg	\$ 15.00	3336	C.E.T. fingerbrush	\$ 5.00
2214	Allerderm Spot On	\$ 39.00	3506	C.E.T. Oral Rinse	\$ 16.00
3593	Allerseb-T shampoo 8 oz.	\$ 12.00	3333	C.E.T. Toothbrush	\$ 5.00
2206	Aluminum Hydroxide Powder 20dram	\$ 15.00	3335	C.E.T. Toothpaste	\$ 11.00
2351	Aminophylline Tabs 100mg	\$ 15.00	3331	C.E.T. Dental Care Kit	\$ 14.00
2207	Ammonil 500mg 1000ct	\$ 90.00	4988	Canine Purina Gentle Snackers	\$ 7.00
2204	Amoxi-Drops 50mg/ml 15ml	\$ 15.00	3260	Capstar 2-25 Package	\$ 42.00
2205	Amoxi-Drops 50mg/ml 30ml	\$ 18.00	3248	Capstar 2-25 single dose	\$ 7.00
2208	Amoxicillin Tabs 100mg	\$ 15.00	3251	Capstar over 25# package	\$ 43.00
2209	Amoxicillin Tabs 150mg	\$ 15.00	3249	Capstar over 25# single dose	\$ 8.00
2210	Amoxicillin Tabs 200mg	\$ 15.00	3471	Capsule-empty gelatin	\$ 2.00
2211	Amoxicillin Tabs 400mg	\$ 15.00	2352	Cardoxin .15mg/ml (red)	\$ 18.00
2212	Ampicillin Caps 250mg	\$ 50.00	2353	Cardoxin L/S .05mg/ml (gm)	\$ 18.00
2213	Ampicillin Caps 500mg	\$ 60.00	2224	Cefa Tabs 50mg	\$ 15.00
2754	Ampicillin w/Sulbactam 1.5g w/prep +in	\$ 30.00	2225	Cefa Tabs 100mg	\$ 15.00
2598	Animax/EnleDerm Ointment	\$ 14.00	2228	Cefa Tabs 200mg	\$ 15.00
3466	Anipryl 10mg/30 tablets	\$ 105.00	2241	Cefadrops 50 ml	\$ 62.00
3465	Anipryl 15 mg / 30 tabs	\$ 113.00	2753	Cefoxitin Bottle	\$ 30.00
3469	Anipryl 2mg/30 Tablets	\$ 98.00	3115	Centrine Tabs 0.2mg	\$ 10.00
3468	Anipryl 30 mg/30ct	\$ 115.00	2277	Cephalexin CAPSULES 250mg	\$ 15.00
3467	Anipryl 5mg/30 tabs	\$ 100.00	2276	Cephalexin 500mg	\$ 15.00
2221	Antirobe 150mg	\$ 15.00	2274	Cephalexin oral suspension 250/5ml btl	\$ 32.00
2220	Antirobe Caps 75mg	\$ 15.00	2245	Cerenia 160 mg 4 tablet/pk	\$ 38.00
2517	Apoquel 18 mg	\$ 15.00	2247	Cerenia 16mg 4 tablet pkg	\$ 15.00
2515	Apoquel 3.6mg	\$ 15.00	2243	Cerenia 24 mg 4 tablet/pk	\$ 15.00
2516	Apoquel 5.4 mg	\$ 15.00	2244	Cerenia 60 mg 4 tablet/pk	\$ 26.00
2405	Arquet tablets 20 mg	\$ 7.00	2228	Cerumite	\$ 12.00
3105	ArthritisMax for Cats 6 oz.	\$ 39.00	2807	Chloramphen Oph 1% 3.5mg	\$ 13.00
2802	Artificial Tears ointment	\$ 15.00	2808	Chloramphen Oph Soln 0.5%	\$ 15.00
2801	Artificial Tears Oph Soln	\$ 15.00	3594	Chloramphenicol Oph. Ointment	\$ 8.00
2509	Atopica 100mg	\$ 108.00	2230	Chloramphenicol Palmitate 100mg/ml per oz	\$ 18.00
2506	Atopica 10mg	\$ 37.00	2231	Chloramphenicol Tabs 50mg	\$ 15.00
2507	Atopica 25mg	\$ 41.00	2235	Chloramphenicol Tabs 1 gm	\$ 15.00
2508	Atopica 50mg	\$ 64.00	2232	Chloramphenicol Tabs 100mg	\$ 15.00
2512	Atopica for Cats 5 ml vial	\$ 45.00	2233	Chloramphenicol Tabs 250mg	\$ 15.00
2805	Atropine Oph Ointment 1%	\$ 32.00	2234	Chloramphenicol Tabs 500mg	\$ 12.00
3418	Autologous Serum	\$ 70.00	2591	Chlorhexidorm Otic Soln 4oz	\$ 12.00
3404	B-12 Injectable 10ml w/syringes	\$ 20.00	3344	Chlorhexidine Shampoo 4%	\$ 15.00
3403	B-12 Injectable 100ml bottle	\$ 15.00	2461	Chlorpheniramine Tabs 4mg	\$ 15.00
3330	Bactoderm	\$ 18.00	3507	Ciprofloxacin Ophthalmic Drops	\$ 29.00
2291	Baytril 22.7mg	\$ 15.00	3791	Cisapride 5mg	\$ 15.00
2292	Baytril 68 mg	\$ 15.00	2240	Clavamox Drops	\$ 28.00
3101	Baytril Injectable	\$ 35.00	2236	Clavamox Tabs 62.5mg	\$ 15.00
3103	Baytril Otic	\$ 23.00	2237	Clavamox Tabs 125mg	\$ 15.00
2406	Bene-Bac	\$ 13.00	2238	Clavamox Tabs 250mg	\$ 15.00
3572	Benzoyl Peroxide 3% (BPO-3) Shampoo 16oz	\$ 15.00	2239	Clavamox Tabs 375mg	\$ 14.00
3560	Betadine solution	\$ 9.00	2578	Clinicare Liquid case 12	\$ 55.00
2555	Bitter Apple 8 oz.	\$ 10.00	2222	Clindamycin 150mg	\$ 15.00
3343	BPO-3 Medicated Shampoo	\$ 13.00	2229	Clindamycin 75mg	\$ 12.00
2707	Buprenax syringe	\$ 4.50	2223	Clindamycin Drops	\$ 12.00
2810	Bur-Otic	\$ 9.00	2219	Clindamycin Tablet 25mg	\$ 15.00
			2579	Clinicare Liquid Can	\$ 8.00
			3577	Clinicare powder	\$ 8.00
			2867	Clomicalm 20 mg bottle 30 ct	\$ 60.00

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PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)	PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)
Category Name: MEDICATIONS DISPENSED-OTC (Cont.)			2902	DuraKyl Dip 4oz	\$ 12.00
2868	Clonicalm 5mg bottle 30 ct	\$ 44.00	2821	EasOtic 10 Ml	\$ 36.00
2869	Clonicalm 80mg bottle 30ct	\$ 76.00	3701	EctoKyl 3X Shampoo	\$ 13.00
3495	Cortisocthe/Hydrocortisone 1% Shampoo	\$ 26.00	2296	Enalapril 10mg	\$ 15.00
3100	Cosequin DS#132	\$ 72.00	2294	Enalapril 2.5 mg	\$ 15.00
3104	Cosequin for Cats	\$ 27.00	2299	Enalapril 20mg	\$ 15.00
3102	Cosequin- small animals	\$ 58.00	2295	Enalapril 5 mg	\$ 15.00
3730	CranMate 60 quantity	\$ 30.00	2503	Enisyl-F 100ml Pump	\$ 33.00
3317	Cyclosporin oil 2%	\$ 44.00	2290	Enrofloxacin 5	\$ 15.00
2558	Cyproheptadine 4mg.	\$ 15.00	3559	Epi-Soothe	\$ 10.00
2568	Cyproheptadine Syrup/ounce	\$ 12.00	3585	Erythromycin Ophthalmic Oint.	\$ 38.00
3106	Dasuquin for Cats 84ct	\$ 32.00	3505	EtoGesic 150mg	\$ 15.00
3108	Dasuquin L.G. Dog 150 cl.	\$ 94.00	3498	EtoGesic 300 mg	\$ 15.00
3107	Dasuquin Sm-Med Dog 150ct	\$ 82.00	3792	Etomidate vial	\$ 39.00
2293	Delete in January	\$ 125.00	2751	Eyewash	\$ 8.00
3510	Denamarin 225mg	\$ 52.00	3788	FaVor Feline Vitamin 60ct	\$ 18.00
3511	Denamarin 425mg	\$ 89.00	3798	Fellmazole 2.5mg	\$ 12.00
3509	Denamarin 90mg	\$ 35.00	3794	Fellmazole 2.5mg 100ct Bottle	\$ 25.00
3512	Denosyl 425mg 30ci	\$ 60.00	3793	Fellmazole 5 mg 100ct Bottle	\$ 30.00
3503	Denosyl SD4 225mg	\$ 46.00	3795	Fellmazole 6mg	\$ 15.00
3504	Denosyl SD4 90mg	\$ 34.00	3032	Fellina d/d 8.5#	\$ 49.00
3558	Deramaxx 100	\$ 15.00	3033	Fellina W/D 5.6 oz. 24 cans/case	\$ 37.00
3559	Deramaxx 25mg	\$ 15.00	3502	Fellway	\$ 35.00
3561	Deramaxx 75mg	\$ 15.00	3790	Felovite	\$ 7.00
3756	Derm caps	\$ 18.00	2455	Filaribits 120 mg 100 tablets	\$ 15.00
3757	Derm Caps ES #60	\$ 20.00	2456	Filaribits 180 mg	\$ 19.00
3470	DermaBenSs shampoo 12oz	\$ 19.00	2454	Filaribits 60 mg	\$ 15.00
3564	DermaLlye Spray 12oz	\$ 13.00	3588	Forbid	\$ 6.00
3555	DermaLlye Shampoo 12 oz.	\$ 14.00	3731	FortiFlora	\$ 35.00
3473	DermaZole Shampoo 8 fl oz.	\$ 28.00	2410	Frontline Plus Cats	\$ 51.00
3738	Dermoscent Spot-on 4 pipettes Cat	\$ 28.00	2408	Frontline Plus dog 23 to 44 #	\$ 54.00
3735	Dermoscent Spot-on 4 pipettes 0-22 # Dog	\$ 26.00	2414	Frontline Plus dogs 45- 88 #	\$ 55.00
3736	Dermoscent Spot-on 4 pipettes 22-45# Dog	\$ 30.00	2415	Frontline Plus dogs 89-132 #	\$ 56.00
3737	Dermoscent Spot-on 4 pipettes 45-90# Dog	\$ 32.00	2413	Frontline Plus dogs up to 22#	\$ 53.00
2606	Dexamethasone ophthalmic drops	\$ 24.00	2494	Genesis Spray	\$ 31.00
3583	Dexamethasone tabs 0.5mg	\$ 15.00	4524	Gentamicin Inj Syringe < 1ml	\$ 8.00
3660	Dexamethasone Injectable 100ml	\$ 15.00	2488	Gentle Leader Kit	\$ 35.00
2587	Dibenzylamine 5mg capsules	\$ 15.00	2813	Gentocin (only) Ophl Soln	\$ 14.00
2583	Dibenzylamine 2.5mg	\$ 15.00	2814	Gentocin DuraFilm Ophl Soln	\$ 9.00
2825	Diclofenac Solution 2.5ml	\$ 21.00	2815	Gentocin Ophl Ointment	\$ 14.00
3304	Diethylstilbestrol Tabs 1mg	\$ 15.00	2819	Gentocin Otic 15 ml	\$ 15.00
2597	Digoxin tablets	\$ 15.00	2817	Gentocin Otic and DMSO	\$ 18.00
2585	Difluzem Transdermal/syringe	\$ 7.00	2816	Gentocin Otic Soln 7.5ml	\$ 14.00
2497	DMSO	\$ 15.00	2490	Glucotest Purina Feline 1pkg	\$ 9.00
2901	Domeboros solution	\$ 4.00	2499	Glycoflex 250 tablets	\$ 20.00
3570	Douxo Shampoo 6.8 oz	\$ 23.00	3571	Glycoflex 600 tablets	\$ 35.00
2702	Doxepin 10mg	\$ 15.00	2576	Goodwinol Ointment 1oz	\$ 15.00
2703	Doxepin 25mg	\$ 15.00	3223	Heartgard 1-25#	\$ 38.00
2704	Doxepin 50 mg	\$ 15.00	3224	Heartgard 28-50#	\$ 47.00
2705	Doxepin 75mg	\$ 15.00	3225	Heartgard 51-100#	\$ 58.00
2708	Doxitrobe application	\$ 105.00	2355	Hydrocodone Syrup 1oz	\$ 19.00
3699	DOXYCYCLINE 50 mg	\$ 15.00	2362	Hydroxyurea 500mg Capsules	\$ 15.00
3459	Drontal Plus Large > 45#	\$ 29.30	2559	Hydroxyzine 10 mg.	\$ 15.00
3458	Drontal Plus Medium 26-60#	\$ 16.40	2575	Hydroxyzine 100mg	\$ 15.00
3457	Drontal Plus Small 2-25#	\$ 15.00	2560	Hydroxyzine 25 mg.	\$ 15.00
3801	Duragesic pain medication 25ug	\$ 41.00	2561	Hydroxyzine 50 mg.	\$ 15.00
3802	Duragesic pain medication 50ug	\$ 60.00	2361	Hypoimmune serum	\$ 150.00
3804	Duragesic pain medication 75ug	\$ 70.00	3597	Idoxuridine ophthalmic sol.	\$ 32.00
			3596	Idoxuridine Ophthalmic Oint.	\$ 40.00
			3305	Incurin 1mg/tablet 30 qty	\$ 24.00
			2752	Injection-Doxycycline 100 mg vial	\$ 14.00
			3803	Ivermectin 60ml	\$ 50.00
			3021	Knockout premise spray	\$ 12.00
			2581	Lactulosa syrup - /4 ounces	\$ 15.00

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PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)	PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)
Category Name: MEDICATIONS DISPENSED-OTC (Cont.)					
2584	Lactulose syrup-bottle	\$ 18.00	2511	Onsior 6mg packet/3 tablets	\$ 15.00
2364	Lasix 40mg	\$ 15.00	3472	Oplichamber and mask	\$ 85.00
2365	Lasix 20mg	\$ 15.00	3316	Optimmune	\$ 48.00
2359	Lasix Tabs 12.5mg	\$ 15.00	3417	Optixcare	\$ 16.00
2360	Lasix Tabs 50mg	\$ 15.00	2500	Oral Cleansing Gel	\$ 15.00
3122	Laxalone 2.5oz	\$ 9.00	2297	Orbax 22.7	\$ 15.00
2580	Liquichlor Ointment 10ml	\$ 10.00	2298	Orbax 68mg	\$ 15.00
2562	Lornetill	\$ 15.00	2593	Oti-cleans 4oz	\$ 18.00
2569	Loperamide 2mg	\$ 9.00	2818	Otomax	\$ 18.00
3586	Lyme plus dip 16oz	\$ 22.00	3573	Oxydex HP Shampoo 6oz	\$ 10.00
2266	Lysodren	\$ 15.00	3574	Oxydex Shampoo 6oz	\$ 9.00
3342	MAA-Ket Shampoo 8 fl oz.	\$ 17.00	2492	Oxyglobin 125 ml	\$ 210.00
2592	MalAcetic Otic 8 fl oz.	\$ 21.00	3732	Palladia 10mg / 30 ct	\$ 115.00
2600	Malakel Wipes 50ct	\$ 15.00	3733	Palladia 15mg/ 30 ct	\$ 184.00
2599	Malaseb Pledgets 60 ct	\$ 18.00	3734	Palladia 50 mg/ 30 ct	\$ 500.00
3585	Malaseb Shampoo	\$ 17.00	2598	Pan Otic 2oz	\$ 13.00
3001	MCT Oil	\$ 138.00	3460	Panacur 10 pound packet (3 per pack)	\$ 15.00
2563	Mecizine 25 mg.	\$ 15.00	3461	Panacur 20 pounds	\$ 15.00
3899	Medication	\$ 0.00	3463	Panacur 40 pound packet (3 per packet)	\$ 18.00
3665	Medrol 4 mg	\$ 5.50	3464	Panacur liquid/ ounce	\$ 12.00
3131	Mephyton Tablets	\$ 9.00	2602	Panallog Ointment 30 ml	\$ 24.00
3405	Meropenem 500mg/vial	\$ 20.00	3134	Pancrazyme 12 oz	\$ 175.00
2502	Metacam	\$ 24.00	3133	Pancrazyme Powder 8oz	\$ 125.00
3782	Methimazole 5mg Tablets	\$ 15.00	3500	Pannmycin Aquadrops	\$ 16.00
3779	Methimazole transdermal/syring	\$ 5.00	2601	Panolog Ointment 15ml	\$ 14.00
2809	Meloclopramide	\$ 15.00	3584	Pearlyt Shampoo 12 oz	\$ 10.00
2284	Metronidazole 250mg	\$ 15.00	2701	Pellitol	\$ 12.00
2265	Metronidazole 500mg	\$ 15.00	2700	Percortin-V and syringes	\$ 220.00
2268	Metronidazole 52.1 mg tablet	\$ 15.00	3778	Pel Cal 60 Tablets	\$ 17.00
2262	Metronidazole Suspension 50mg/ml per oz.	\$ 15.00	3785	Pel-Cal 180 Tablets	\$ 45.00
3580	Miconazole and Synotic Suspension	\$ 40.00	3784	Pel-tabs #60	\$ 14.00
2953	Miconazole Shampoo	\$ 44.00	3789	Pel-tabs Plus 60ct	\$ 17.00
3137	Miconazole Lotion	\$ 16.00	3138	Pel-Tinic	\$ 16.00
3700	MINOCYCLINE Capsules 100 mg	\$ 15.00	2483	Phenobarbital 1gr	\$ 19.00
2358	Mirtazapine 15mg	\$ 15.00	2481	Phenobarbital Tabs 1/4gr	\$ 19.00
2363	Mirtazapine 7.5mg	\$ 15.00	2482	Phenobarbital Tabs 1/2gr	\$ 19.00
2513	Mirtazapine 7.5mg/ml 5ML	\$ 18.00	2484	Phenylbutazone Tabs 100mg	\$ 5.00
2750	Mitaban dip bottle	\$ 42.00	3787	pHydrol papers - roll	\$ 13.00
2582	Mitox Liquid 12ml	\$ 8.00	4553	Pill Pocket Canine Small	\$ 8.00
2820	Mometamax	\$ 34.00	4554	Pill Pocket Feline	\$ 8.00
2504	Morphine CR/Day	\$ 23.00	4555	Pill Pocket- Canine Large	\$ 10.00
2803	Mupirocin Oint. 2% 22g	\$ 20.00	2485	Potassium Bromide 10oz.	\$ 40.00
3576	Mycodex Pearlescent	\$ 9.00	2496	Potassium Bromide 250mg / 60 tablets	\$ 24.00
3581	Mycodex with Alrethin	\$ 9.00	3567	Potassium Gluconate Tablets	\$ 15.00
2824	Neo-Calglucon syrup	\$ 5.00	3558	Pramoderm Shampoo 8 oz.	\$ 12.00
2607	Neo-poly Gramicidin Drops 10ml	\$ 25.00	2709	Prazosin 1mg capsule	\$ 15.00
2604	Neo-Poly-Dex drops	\$ 21.00	3668	Prednisolone 5MG/ml LIQUID per oz.	\$ 15.00
2605	Neo-Poly-Dex Oint Dexasporin	\$ 24.00	2870	Prednisolone Acetate Drops	\$ 24.00
2417	Nex Gard 10.1 - 24# 3 month	\$ 62.00	3662	PREDNISOLONE Tabs 5mg	\$ 15.00
2418	Nex Gard 24.1-60 # 3 month	\$ 63.00	3653	Prednisone Tabs 5mg	\$ 15.00
2419	Nex Gard 60.1 - 121 # 3 month	\$ 64.00	3664	Prednisone Tabs 20mg	\$ 15.00
2586	Nolvadent 4oz.	\$ 33.00	2976	Prevenic Dog Tick collar	\$ 35.00
3569	Nolvasan Shampoo 8 ounces	\$ 27.00	3667	Previcox 227mg	\$ 15.00
3777	Nolvasan Soln 4oz.	\$ 12.00	3666	Previcox 57mg	\$ 15.00
2469	NoSorb	\$ 4.00	2287	Prinor 120	\$ 15.00
3766	NutriVed	\$ 8.00	2282	Prinor 1200	\$ 15.00
3494	Ofloxacin Ophthalmic Drops	\$ 15.00	2280	Prinor 240	\$ 15.00
3770	Omega Tri-V Caps Large 60ct	\$ 17.00	2281	Prinor 600	\$ 15.00
3764	Omega Tri-V Caps Medium 60ct	\$ 12.00	2572	Procril	\$ 90.00
3762	Omega Tri-V Liquid Boz.	\$ 20.00	3232	Proheart 20.1 -20#	\$ 42.00
			3235	Proheart 50.1-60#	\$ 54.00
			3603	Proin 75mg	\$ 15.00
			3604	Proin/Uriflex 25mg	\$ 15.00

DEF. PRICE includes Pkg Fee, Min Price, and Round Off
 * = Price of item when used as bundle

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PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)	PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)
Category Name: MEDICATIONS DISPENSED-OTC (Cont.)					
3606	Proin/Uniflex 50mg	\$ 15.00	3451	Tobramycin 5ml	\$ 24.00
3501	Prozac	\$ 125.00	2573	Torbutol 5mg	\$ 15.00
2806	Psittacosis serum liter	\$ 36.00	3653	Tramadol 60mg	\$ 19.00
2594	Pyoben Gel 1oz	\$ 14.00	2616	Tresadarn Solution 15ml	\$ 29.00
3515	Reconcile 8 mg 30 tablets	\$ 46.00	2283	Triflissen Oral Susp. 48mg/ml	\$ 12.00
3557	Relief Shampoo 8oz.	\$ 15.00	2265	Triflissen Tabs 120mg	\$ 12.00
3601	Renacare Gel/ Renal K	\$ 16.00	2284	Triflissen Tabs 30mg	\$ 12.00
91	Reporting Fee	\$ 4.00	2401	Trifexis 10.1-20#	\$ 115.00
3497	Resicort Conditioner	\$ 30.00	2402	Trifexis 20.1-40#	\$ 120.00
3252	Revolution Cats 5-15# 3pack	\$ 59.00	2403	Trifexis 40.1-60 #	\$ 122.00
3243	Revolution Cats 5-15# 6pack	\$ 106.00	2400	Trifexis 5-10#	\$ 112.00
3253	Revolution dog 05-10# 3pack	\$ 59.00	2404	Trifexis 60.1-120 #	\$ 125.00
3244	Revolution dog 05-10# 6pack	\$ 103.00	2288	Trimethoprim Sulfamethoxazole Tabs 120mg	\$ 15.00
3254	Revolution dog 11-20# 3pack	\$ 60.00	2289	Trimethoprim Sulfamethoxazole Tabs 480mg	\$ 15.00
3245	Revolution dog 11-20# 6pack	\$ 103.00	3345	TrizChlor 4 Spray 8oz	\$ 16.00
3255	Revolution dog 21-40# 3pack	\$ 59.00	2595	TrizEDTA 4fl oz.	\$ 14.00
3246	Revolution dog 21-40# 6pack	\$ 105.00	2354	Tussalgon Tablets 5 mg	\$ 19.00
3256	Revolution dog 41-85# 3pack	\$ 53.00	2557	Tylan	\$ 105.00
3247	Revolution dog 41-85# 6pack	\$ 110.00	2564	Tylan .25 bottle	\$ 27.00
3257	Revolution dog 85-130# 3pack	\$ 80.00	3018	V-Kem dip	\$ 12.00
3242	Revolution pup/kit <5# 3pack	\$ 53.00	3020	V-Kem Siphon + Fogger 12oz	\$ 16.00
3657	Rimadyl 100mg	\$ 15.00	3800	V.A.L. syrup bottle	\$ 42.00
3652	Rimadyl 100mg 180ct	\$ 265.00	2491	Valium Tabs	\$ 9.00
3655	Rimadyl 25mg	\$ 16.00	2260	Veraflex 25mg/ml 15ml	\$ 35.00
3656	Rimadyl 75mg	\$ 15.00	3240	Vetmedin 1.25mg	\$ 15.00
3579	Sebalyt Shampoo 8oz	\$ 12.00	3241	Vetmedin 2.5mg	\$ 15.00
2974	Sectrol Two-Way flea foam	\$ 14.00	3270	Vetmedin 5mg tablet	\$ 15.00
2975	Sectrol Two-Way Pet Spray 15oz	\$ 13.00	3769	Vetoryl 10mg 30 capsules	\$ 66.00
3237	Sentinel 11 to 25#	\$ 50.00	3768	Vetoryl 30mg 30 capsules	\$ 82.00
3267	Sentinel 11-25# single dose	\$ 9.00	3771	Vetoryl 60 mg 30 caps	\$ 104.00
3236	Sentinel 2 to 10#	\$ 48.00	2828	Vetropolycin Ophth Ointment 3.5g	\$ 18.00
3238	Sentinel 26 to 50#	\$ 58.00	3135	Viokase Tabs 425mg	\$ 0.00
3239	Sentinel 51 to 100#	\$ 58.00	3030	VIP CAT DIP	\$ 13.00
2800	Simplicef 100mg	\$ 15.00	3398	Vitamin K Tablet 5mg	\$ 15.00
2799	Simplicef 200	\$ 15.00	3399	Vitamin K Tablets 25 mg	\$ 15.00
2242	Sientrol 20ml	\$ 55.00	2302	Zeniquin 100 mg	\$ 15.00
2246	Sientrol 50ml	\$ 109.00	2303	Zeniquin 200 mg	\$ 15.70
3410	Staph Lysate Inj	\$ 118.00	2300	Zeniquin 25 mg	\$ 15.00
2493	Succalfate tablets	\$ 15.00	2301	Zeniquin 50 mg	\$ 15.00
2356	Sulfasalazine	\$ 9.00	2487	Zonisamide 100mg	\$ 15.00
3575	Sulfoxidex 8 ounces	\$ 14.00	2456	Zonisamide 25mg	\$ 15.00
3778	Suppical 5.0oz	\$ 7.00	Category Name: OFFICE VISITS		
2822	Surotan 15ml	\$ 31.00	99	*write In	\$ 0.00
2510	Suspension, Chicken Flavored 1oz	\$ 7.00	8	After Hours Exam	\$ 92.00
3414	Synotic (10ml) with Baytril 10(ml)	\$ 62.00	15	Anal Glands-express w/o exam	\$ 42.00
3411	Synotic 8 ml	\$ 22.00	16	Anal sac-express-nurse	\$ 30.00
3412	Synotic with Banamine	\$ 24.00	10	Annual Physical Examination	\$ 65.00
2498	Syringe filled with medication	\$ 8.00	11	Behavior consult and exam	\$ 75.00
2590	T8 Keto Flush	\$ 13.00	9	Boarding Examination	\$ 32.00
3130	Tagamet 300mg	\$ 1.30	5	Cantine Adult Care Plan	\$ 199.00
3129	Tagamet Tabs 200mg	\$ 1.20	12	Diabetic training	\$ 52.00
3578	Terramycin oph. ointment	\$ 23.00	7	Feline Adult Care Program	\$ 151.00
2278	Tetracycline Caps 250mg	\$ 15.00	2	Medical Progress Check	\$ 50.00
2279	Tetracycline Caps 500mg	\$ 16.00	50	Nassau County Rabies Vaccine 1	\$ 15.00
3400	Theophylline CR 200mg	\$ 15.00	51	Nassau County Rabies Vaccine 2	\$ 15.00
3401	Theophylline CR 300mg	\$ 15.00	20	Nebulization-daily	\$ 48.00
3402	Theophylline extend 100mg	\$ 15.00	6	Office visit-courtesy	\$ 0.00
3323	Thyroid Tabs 0.2mg/100	\$ 15.00	1	Physical examination	\$ 65.00
3324	Thyroid Tabs 0.3mg/100	\$ 15.00	4	Shelter examination	\$ 0.00
3322	Thyroid Tabs 0.6mg/100	\$ 15.00	3	with Physical examination	\$ 0.00
2501	Timentin antibiotic-bottle	\$ 32.00			

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PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)	PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)
Category Name: OPERATING ROOM AND SUPPLIES			3987	Canine Purina HA dry 32#	\$ 103.00
1599	*Write In6	\$ 0.00	3984	Canine Purina HA dry 6#	\$ 24.00
1200	Tru-cut biopsy needle	\$ 90.00	3937	Canine Purina NF Case 12 13.3 oz.cans	\$ 28.00
Category Name: PET ACCESSORIES			4998	Canine Purina OM 18#	\$ 43.00
4299	*Write In12	\$ 0.00	4995	Canine Purina OM case	\$ 28.00
4103	<Open>1	\$ 0.00	3917	Canine r/d 12 can case	\$ 28.00
87	Alpha Track 2 Glucose Meter	\$ 125.00	3919	Canine r/d dry 17.6#	\$ 45.00
89	AlphaTrack 2 Lancets 100/bx	\$ 22.00	3920	Canine r/d dry 27.5#	\$ 86.00
88	AlphaTrack 2 Test Strips 50/bx	\$ 60.00	3918	Canine r/d dry 8.5#	\$ 25.00
4184	Canine Elim-in-odor	\$ 24.00	3921	Canine s/d 12 can case	\$ 34.00
4183	Feline Elim-in-odor	\$ 8.00	3964	Canine u/d dry 25#	\$ 69.00
4182	Flea comb	\$ 12.00	3982	Canine u/d dry 5#	\$ 19.00
4186	Muzzle - extra large	\$ 13.00	3985	Canine Treats 1 lb pouch	\$ 5.00
4185	Muzzle - small, medium, large	\$ 12.00	3922	Canine u/d 12 can case	\$ 30.00
4181	Nail Scissors - Whites	\$ 15.00	3981	Canine u/d dry 27.5#	\$ 80.00
4179	Pet Carrier	\$ 8.00	3923	Canine u/d dry 8.5#	\$ 29.00
4180	Resco nail trimmer	\$ 12.00	3924	Canine w/d 12 pk	\$ 28.00
4187	Soft Paws Nail caps kit	\$ 14.00	3928	Canine w/d dry 17.6#	\$ 46.00
3582	SulfOxyDex Shampoo 12# oz.	\$ 18.00	3935	Canine w/d dry 27.5#	\$ 68.00
Category Name: PRESCRIPTION DIETS-MISC. FOODS			3925	Canine w/d dry 8.5#	\$ 25.00
3900	<PRESC. DIETS, 3900-4099>	\$ 0.00	3918	Canine Z/D 12 can case	\$ 46.00
3948	Canine c/d 12 can case	\$ 32.00	3932	Canine Z/D Individual can	\$ 4.00
3950	Canine c/d dry 17.6#	\$ 48.00	3993	Canine z/d low allergen 25#	\$ 88.00
3951	Canine c/d dry 35#	\$ 84.00	3989	Canine z/d low allergen 8#	\$ 36.00
3949	Canine c/d dry 8.5#	\$ 29.00	3992	Canine z/d ultra 17.5#	\$ 70.00
3901	Canine d/d can case 12pk	\$ 38.00	3988	Canine z/d ultra 8#	\$ 36.00
3903	Canine d/d dry 17.6#	\$ 70.00	3928	Canine Z/D Ultra allergen-free 25#	\$ 88.00
3902	Canine d/d dry 8#	\$ 36.00	3957	Canine/feline a/d canned ea	\$ 2.00
3977	Canine g/d 12 can case	\$ 30.00	3956	Canine/feline a/d case 24 cans	\$ 63.00
3905	Canine g/d dry #8.5	\$ 29.00	4135	Euk Canine Mobility Plus #5	\$ 15.00
3908	Canine h/d can	\$ 30.00	4115	Euk Canine Optimum/Weight Control 15#	\$ 38.00
3908	Canine h/d dry 17.6#	\$ 57.00	4142	Euk Feline 14# Low Residue Intestinal +	\$ 61.00
3939	Canine I/D 35#	\$ 91.00	4044	Euk Feline Optimum Weight Control 5#	\$ 26.00
3909	Canine u/d case 12pk	\$ 30.00	4046	Euk K-9 Optimum Weight Control 30#	\$ 73.00
3911	Canine u/d dry 17.6#	\$ 58.00	4047	Euk K-9 Optimum Weight Control 5.5#	\$ 15.00
3910	Canine u/d dry 8.5#	\$ 34.00	4043	Euk Kidney-Renal Plus 15.5#	\$ 45.00
4140	Canine u/d Lowfat GI Restore case	\$ 32.00	4042	Euk Renal Plus 5.5#	\$ 19.00
4111	Canine J/D 8.5#	\$ 29.00	4036	Eukanuba 14 oz individual cans	\$ 3.00
3987	Canine J/D case	\$ 30.00	4021	Eukanuba FEL 6oz Indivd cans	\$ 2.00
3907	Canine J/D dry 27.5#	\$ 79.00	4038	Eukanuba FEL Renal Plus 5.5#	\$ 29.00
3912	Canine k/d 12 can case	\$ 30.00	4054	Eukanuba FEL Renal Plus cs 12	\$ 24.00
3914	Canine k/d dry 17.6#	\$ 53.00	4056	Eukanuba FEL Skin & Coat Plus LB cs12	\$ 29.00
3915	Canine k/d dry 35#	\$ 90.00	4053	Eukanuba FELINE Urinary-s+ cs12	\$ 21.00
3913	Canine k/d dry 8.5#	\$ 32.00	4032	Eukanuba FELINE Intestinal + 5.5#	\$ 28.00
3904	Canine L/D 12 Can Case	\$ 34.00	4050	Eukanuba FELINE Intestinal +case12	\$ 24.00
4079	Canine u/d dry 17.6#	\$ 64.00	4028	Eukanuba FELINE low pH/s ea can	\$ 2.00
3671	Canine Metabolic # 17.6	\$ 54.00	4029	Eukanuba FELINE mod pH/O 5.5#	\$ 25.00
3673	Canine Metabolic 27.5#	\$ 75.00	4055	Eukanuba FELINE mod pH/O cs 12	\$ 23.00
3670	Canine Metabolic 6 #	\$ 22.00	4031	Eukanuba FELINE mod pH/O ea cn	\$ 2.00
3672	Canine Metabolic case 12can	\$ 35.00	4059	Eukanuba FELINE restr cal 18#	\$ 63.00
3999	Canine n/d 12 can case	\$ 40.00	4025	Eukanuba FELINE restr cal 4.5#	\$ 20.00
3952	Canine Prescription Individual Can	\$ 3.00	4062	Eukanuba FELINE restr cal cs12	\$ 22.00
3938	Canine Purina NF dry 18#	\$ 51.00	4052	Eukanuba FELINE urinary-s + low pH/s 20#	\$ 63.00
3966	Canine Purina DCO 32# dry	\$ 79.00	4026	Eukanuba FELINE urinary-s + pH/s 5.5#	\$ 25.00
3965	Canine Purina EN canned case	\$ 28.00	4018	Eukanuba Intestinal + 30#	\$ 75.00
3995	Canine Purina En formula 6# dry	\$ 21.00	4051	Eukanuba Intestinal + case -12	\$ 30.00
3986	Canine Purina HA dry 13.5#	\$ 62.00	4009	Eukanuba Intestinal +15#	\$ 46.00
			4008	Eukanuba Intestinal +5#	\$ 18.00

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PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)	PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)
Category Name: PRESCRIPTION DIETS-MISC. FOODS (Cont.)					
4034	Eukanuba Intestinal +Puppy 8#	\$ 27.00	4035	Feline Tiki Cat Individual can	\$ 1.75
4057	Eukanuba Maximum Calorie Case 12	\$ 27.00	4011	Feline w/d can 5.5 oz 24/case	\$ 36.00
4007	Eukanuba resp & max cal. form ind. cans	\$ 3.00	3959	Feline w/d dry 17.6 #	\$ 57.00
4005	Eukanuba response FP 15#	\$ 53.00	3947	Feline w/d dry 4#	\$ 17.00
4019	Eukanuba response FP 30#	\$ 92.00	3946	Feline w/d dry 8.5#	\$ 32.00
4004	Eukanuba response FP 6#	\$ 23.00	4121	Feline Y/D 4#	\$ 25.00
4058	Eukanuba response FP case 12	\$ 36.00	4141	Feline Y/D 8.5#	\$ 48.00
4005	Eukanuba Response KO 16#	\$ 53.00	4122	Feline Y/D case	\$ 52.00
4067	Eukanuba response KO 30#	\$ 93.00	3994	Feline z/d 4#	\$ 27.00
4037	Eukanuba response KO 6#	\$ 23.00	3938	Feline z/d case 5.5oz. 24/case	\$ 57.00
4017	Eukanuba rest-cal Rewards 24oz	\$ 7.00	4013	Feline z/d dry 8.5#	\$ 54.00
4063	Eukanuba restricted cal case 12	\$ 34.00	4016	Hills Feline Prescription diet cans 5.5oz	\$ 2.00
4002	Eukanuba restricted cal. 14#	\$ 36.00	4153	IVD Canine Anallergenic 8.8#	\$ 47.00
4003	Eukanuba restricted cal. 28#	\$ 66.00	4139	IVD Canine Control 15.4#	\$ 47.00
4001	Eukanuba restricted cal. 5#	\$ 15.00	4145	IVD Canine HP Small Breed 8.8#	\$ 41.00
4041	Eukanuba Senior Plus Joint 30#	\$ 84.00	4104	IVD Canine Adult PD 17.6#	\$ 75.00
4040	Eukanuba Senior Plus Joint 15#	\$ 44.00	4139	IVD Canine Cal Control 6.8#	\$ 24.00
4075	Fel IVD Pres. Diet Cans 5.5oz	\$ 2.50	4137	IVD Canine Cal Control Hi PRO case 24	\$ 64.00
3991	Feline 5.5 individual can	\$ 3.00	4110	IVD Canine Cal. Control High Fiber case	\$ 67.00
3934	Feline c/d can 5.5 oz	\$ 40.00	4147	IVD Canine Diabetic 7.7#	\$ 26.00
3931	Feline c/d dry 17.6#	\$ 58.00	4148	IVD Canine Diabetic case	\$ 65.00
3929	Feline c/d dry 4#	\$ 19.00	4130	IVD Canine Early Cardiac 17.6#	\$ 60.00
3930	Feline c/d dry 8.5#	\$ 35.00	4083	IVD Canine Gastro Low Fat LF 17.6#	\$ 56.00
4015	Feline d/d 3.5#	\$ 24.00	4091	IVD Canine Gastro Low Fat LF 24can/case	\$ 93.00
3971	Feline d/d cans 5.5oz. 24 case	\$ 55.00	4048	IVD Canine Gastro Low Fat LF 28.6#	\$ 75.00
3979	Feline DM case 5.5 cans	\$ 41.00	4069	IVD Canine Gastro Low Fat LF 6.8#	\$ 26.00
4081	Feline DM Dry 10#	\$ 50.00	4114	IVD Canine Hepatic 28.4#	\$ 95.00
3996	Feline DM dry 6#	\$ 34.00	4113	IVD Canine Hepatic 7.7#	\$ 37.00
4000	Feline g/d 5.5 ounce case	\$ 40.00	4149	IVD Canine HP Case	\$ 77.00
4070	Feline Hypoallergenic Treats	\$ 4.00	4107	IVD Canine HP Mod. Cal 24.2#	\$ 98.00
3997	Feline l/d 8.5 #	\$ 37.00	4108	IVD Canine HP Mod. Cal 7.7#	\$ 36.00
3972	Feline l/d can 5.5 oz 24/case	\$ 40.00	3968	IVD Canine Hypoallergenic Adult PD 25#	\$ 99.00
3973	Feline l/d dry 4#	\$ 20.00	4112	IVD Canine Hypoallergenic Adult PD case	\$ 79.00
3933	Feline k/d can 5.5 oz 24/case	\$ 41.00	3943	IVD Canine Hypoallergenic Adult PD 7.7#	\$ 35.00
4012	Feline k/d dry 4#	\$ 21.00	4082	IVD Canine Hypoallergenic Adult PR 17.8#	\$ 75.00
3940	Feline k/d dry 8.5#	\$ 37.00	4084	IVD Canine Hypoallergenic Adult PR 7.7#	\$ 35.00
3975	Feline l/d can 5.5 oz 24/case	\$ 45.00	4033	IVD Canine Hypoallergenic Adult PR case	\$ 85.00
3976	Feline l/d dry 4#	\$ 22.00	4061	IVD Canine Hypoallergenic Adult PV 17.6#	\$ 75.00
4023	Feline M/D 4# Dry	\$ 21.00	4039	IVD Canine Hypoallergenic Adult PV 25#	\$ 99.00
4022	Feline M/D dry 8.5#	\$ 40.00	4088	IVD Canine Hypoallergenic Adult PV 7.7#	\$ 35.00
4146	Feline Metabolic 8.5#	\$ 36.00	4064	IVD Canine Hypoallergenic Adult PV case	\$ 85.00
4116	Feline OM Case	\$ 37.00	4100	IVD Canine Hypoallergenic HP 17.6#	\$ 70.00
4080	Feline Purina EN 5.5 oz case 24	\$ 43.00	4101	IVD Canine Hypoallergenic HP 7.7#	\$ 35.00
3998	Feline Purina HA 4#	\$ 26.00	4134	IVD Canine Moderate Cal PW 7.7#	\$ 40.00
4072	Feline Purina NF 5.5 cans #24	\$ 41.00	4060	IVD Canine Renal LP 16# Dry	\$ 52.00
4073	Feline Purina NF Dry 6#	\$ 26.00	4097	IVD Canine Renal LP 24 cans case	\$ 66.00
4136	Feline Purina OM 16#	\$ 53.00	4030	IVD Canine Renal LP 5.5# Dry	\$ 22.00
3965	Feline Purina OM dry 6#	\$ 23.00	3944	IVD Canine Renal MP 16.5#	\$ 54.00
3960	Feline Purina UR dry 16#	\$ 55.00	3945	IVD Canine Renal MP 24can/case	\$ 66.00
3953	Feline Purina UR dry 6#	\$ 27.00	3941	IVD Canine Renal MP 6# Dry	\$ 25.00
3970	Feline Purina UR ST/Ox case 5.5 cans	\$ 41.00	4132	IVD Canine S/O MODERATE Cal 7.7#	\$ 33.00
3034	Feline r/d 17.6# Dry	\$ 57.00			
3983	Feline r/d canned 5.5 ounces 24/case	\$ 36.00			
3958	Feline r/d dry 4#	\$ 18.00			
3942	Feline r/d dry 8.5#	\$ 32.00			
3927	Feline s/d can 5.5 oz 24/case	\$ 40.00			
4014	Feline s/d dry 4#	\$ 18.00			
4119	Feline T/D 4#	\$ 18.00			
4120	Feline T/D 8.5#	\$ 36.00			
4010	Feline Tiki Cat 12can case	\$ 15.00			

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PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)	PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)
Category Name: PRESCRIPTION DIETS-MISC. FOODS (Cont.)					
4118	IVD Canine S/O MODERATE cal 17.6#	\$ 67.00	292	Convenia Injection 80.1 - 90#	\$ 140.00
4131	IVD Canine S/O MODERATE CAL 7.7#	\$ 33.00	293	Convenia Injection 90.1-100#	\$ 150.00
4129	IVD Canine S/O MODERATE case	\$ 74.00	277	CPR-cardiopulmonary reusc.	\$ 275.00
4128	IVD Canine Satiety Support 17.6#	\$ 52.00	217	Cremation > 125lbs	\$ 170.00
4096	IVD Canine Satiety Support 26.4#	\$ 68.00	212	Cremation 1-24 lbs	\$ 80.00
4127	IVD Canine Satiety Support 7.7#	\$ 27.00	216	Cremation 100-124	\$ 150.00
4126	IVD Canine UC Low Purina 18#	\$ 61.00	213	Cremation 25 to 49 lbs	\$ 85.00
4144	IVD canine Urinary S/O REGULAR case	\$ 72.00	214	Cremation 50 to 74 lbs	\$ 95.00
4092	IVD Canine Vegetarian 16.5# Dry	\$ 56.00	215	Cremation 75 to 99 pounds	\$ 120.00
4102	IVD Canine Vegetarian Case	\$ 77.00	211	Cremation Services, See Below	\$ 0.00
4094	IVd Feline 2.5oz / 3oz. can	\$ 2.00	234	Cremation, Processing Fee	\$ 45.00
4125	IVD Feline Gastro Fiber Response 8.8#	\$ 41.00	207	CSF Tap	\$ 300.00
4123	IVD Feline Gastrointestinal HE 8.8#	\$ 44.00	201	Ear flush - 2 ears	\$ 295.00
4124	IVD Feline Gastrointestinal HE case	\$ 44.00	200	Ear flush - one ear	\$ 275.00
4049	IVD Feline HE 24can case	\$ 43.00	256	EKG-electrocardiogram	\$ 70.00
4105	IVD Feline HP 7.7#	\$ 52.00	257	Endoscopic Exam/Services	\$ 100.00
4066	IVD Feline Hypoallergenic Adult PV case /	\$ 61.00	281	Endoscopy & Ultrasound-Mob.vu	\$ 800.00
4065	IVD Feline Hypoallergenic Adult PV 8.8#	\$ 60.00	280	Endoscopy-specialist/vip or low	\$ 700.00
4078	IVD Feline Hypoallergenic PD 8.8#	\$ 60.00	283	Endoscopy-upper and lower	\$ 950.00
4076	IVD Feline Hypoallergenic PD case	\$ 65.00	218	Enema - discolipate	\$ 185.00
4090	IVD Feline Hypoallergenic PR 8.8#	\$ 60.00	219	Enema Administration	\$ 65.00
4098	IVd Feline Hypoallergenic PR case	\$ 65.00	288	Euthanasia <16 # in office	\$ 85.00
4117	IVD Feline MODERATE CAL S/O 3oz.	\$ 36.00	291	Euthanasia >60# in office	\$ 100.00
4133	IVD Feline MODERATE CAL S/O 6.8#	\$ 36.00	221	Euthanasia 15 lbs or less	\$ 65.00
4997	IVD Feline Renal LP 2.5 #	\$ 15.00	222	Euthanasia 15 to 30 lbs	\$ 70.00
4020	IVD Feline Renal LP 7# Dry	\$ 34.00	289	Euthanasia 15-30# in office	\$ 90.00
4027	IVD Feline Renal LP case 24 6oz. cans	\$ 49.00	223	Euthanasia 30 to 60 lbs	\$ 75.00
4024	IVD Feline Renal LP Modified 3.oz./24	\$ 34.00	290	Euthanasia 30-60# in office	\$ 95.00
4143	IVD Feline S/O 3.3#	\$ 19.00	224	Euthanasia 60 lbs & over	\$ 85.00
4089	IVD Feline S/O 5.8oz case 24	\$ 44.00	225	Euthanasia Lab animal/bird	\$ 50.00
4077	IVD Treats	\$ 9.00	220	Euthanasia Services, See Below	\$ 0.00
4099	open	\$ 0.00	227	Eye - tear test (Schirmer)	\$ 25.00
Category Name: PROF. SERVICES-PROCEDURES					
299	*Write Int	\$ 0.00	228	Eye - tonometry	\$ 35.00
202	Anal Sacs - Infusion	\$ 40.00	226	Eye-corneal staining fluoresce	\$ 25.00
203	Bandaging - routine	\$ 35.00	229	Eye-Schirm/corneal fluor.stain	\$ 40.00
262	Baytril injectable/ml + Inj.	\$ 3.00	230	Fluid Therapy - SC/ml (O.P.)	\$ 28.00
269	Beak and nail clip	\$ 22.00	455	Fresh Frozen Plasma Administration	\$ 80.00
270	Beak and wing clip	\$ 25.00	231	Heartworm Tx -Injection-(not inclu. med)	\$ 68.00
276	Beak Clip	\$ 20.00	247	Injection #1	\$ 29.00
276	Blood pressure measurement	\$ 45.00	248	Injection #2	\$ 39.00
206	Centesis - abdominal	\$ 150.00	249	Injection #3	\$ 48.00
208	Centesis - arthro (joint)	\$ 65.00	246	Injection - Anzemet	\$ 35.00
209	Centesis - percutaneous	\$ 30.00	245	Injection - CRI Pain Medication	\$ 48.00
210	Centesis - thoracic (chest)	\$ 155.00	285	Injection Amik250mg/ml +Inj	\$ 8.00
294	Colonic Flush Inc. Cytology	\$ 120.00	265	Injection- Baytril/ml + Inj	\$ 3.00
235	Convenia Injection 0-15 #	\$ 65.00	244	Injection- hospital treatment	\$ 12.00
236	Convenia Injection 15.1-30#	\$ 78.00	263	Injection- pain medication	\$ 24.00
237	Convenia Injection 30.1-40#	\$ 88.00	258	Injection-Adequan/ ml + Inj fee	\$ 20.00
238	Convenia Injection 40.1-50#	\$ 98.00	267	Injection-Amik50mg/ml +Inj fee	\$ 1.25
239	Convenia Injection 50.1- 60#	\$ 108.00	264	Injection-Avid FriendChip	\$ 48.00
240	Convenia Injection 60.1 - 70#	\$ 120.00	204	Injection-Cefotaxim bottle	\$ 14.00
241	Convenia Injection 70.1 -80#	\$ 130.00	262	Injection-Chloramphen/bottle	\$ 18.00
			253	Injection-Epogen	\$ 48.00
			278	Injection-Halastarch	\$ 70.00
			278	Injection-hypertonic saline	\$ 40.00
			268	Injection-Metronidazole/ml+inj	\$ 12.00
			266	Injection-Pepsid/ml + Inj. fee	\$ 5.00
			284	Injection-Rimadyl/ml	\$ 29.00
			254	Injection-Shock treatment	\$ 38.00
			242	Injection-Soludelta cortef 100	\$ 32.00
			243	Injection-Soludelta cortef 500	\$ 45.00
			261	Injection-Solumedrol bottle	\$ 48.00
			255	Injection-subconjunctival	\$ 25.00

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PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)	PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)
Category Name: PROF. SERVICES-PROCEDURES (Cont.)			5014	Returned Check Services	\$ 30.00
			5015	Telephone & L/D Charges	\$ 0.00
297	Insulin-CRI	\$ 48.00	Category Name: SURGICAL SERVICES		
3897	Medicine Administration 2x per day	\$ 22.00	800	(BANDAGES & CASTS, 800-824)	\$ 0.00
232	Microfilaria Treatment	\$ 0.00	825	(GASTROINTESTINAL, 825-859)	\$ 0.00
158	Nail Clip Large Bird	\$ 22.00	860	(HEMATOPOETIC, 860-889)	\$ 0.00
84	Nasal oxygen catheter	\$ 85.00	1075	(INTEGUMENT/EAR, 1075-1119)	\$ 0.00
233	Obstetrical Assistance	\$ 350.00	890	(MUSCULOSKELETAL, 890-949)	\$ 0.00
250	Pedicure - courtesy	\$ 0.00	950	(NEUROLOGICAL, 950-989)	\$ 0.00
251	Pedicure - nail trim	\$ 15.00	970	(OPHTHALMIC, 970-1019)	\$ 0.00
271	Pluck Ears/Nails	\$ 20.00	1020	(RECONSTRUCTIVE, 1020-1049)	\$ 0.00
287	Poison Ingestion treatment	\$ 155.00	1050	(RESPIRATORY, 1050-1074)	\$ 0.00
274	Rabbit Teeth Clip/Nails	\$ 40.00	1120	(SPECIAL/MISC., 1120-1139)	\$ 0.00
286	Special Serv.-late treatment	\$ 7.00	1140	(UROGENITAL, 1140-1197)	\$ 0.00
260	Tear duct flush	\$ 65.00	1199	*Surgery	\$ 0.00
273	Teeth Clip-lab animal	\$ 28.00	1197	<Open>	\$ 0.00
259	Tracheal Wash/collection	\$ 285.00	826	Abdominal Exploratory	\$ 600.00
205	Video oloscopy	\$ 22.00	1121	Abdominal Tap- Drain Fluid	\$ 150.00
272	Wing Clip	\$ 20.00	1091	Abscess treatment	\$ 275.00
Category Name: RADIOLOGY SERVICES			1149	Aller dog 15-30# Inc. pain med	\$ 260.00
611	X- Ray Special Contrast Media Charge1	\$ 20.00	1150	Aller dog 30-60# Inc. pain med	\$ 270.00
699	*Write In4	\$ 0.00	1161	Aller dog 60# + Inc. pain med	\$ 300.00
608	Dental X-ray (>5)	\$ 95.00	1148	Aller dog< 15# Inc. pain med	\$ 250.00
605	Dental X-ray (1)	\$ 45.00	1152	Aller Feline	\$ 120.00
606	Dental X-ray (2)	\$ 55.00	1189	Aller rabbit	\$ 325.00
607	Dental X-ray (3-5)	\$ 75.00	1187	Aller-Ferret	\$ 80.00
603	GI (barium) Series, cat	\$ 350.00	4523	Amikacin Injection Syringe <1ml	\$ 15.00
504	GI (barium) Series, dog	\$ 400.00	891	Amputation/digit(s)	\$ 575.00
619	Hip X-Ray	\$ 95.00	892	Amputation/extremity	\$ 900.00
4150	IVD Canine Anallergenic 19.8#	\$ 92.00	893	Amputation/tail	\$ 375.00
4152	IVD Feline Senior Consult 24/5.8oz case	\$ 42.00	1155	Anal Sac Resection	\$ 750.00
4151	IVD Feline Senior Consult 7.7#	\$ 39.00	827	Anal Sac(s) Abscess	\$ 285.00
615	IVP XRay Urinary Tract, dog	\$ 325.00	828	Anal Sac(s) Removal	\$ 600.00
614	IVP XRay Urinary Tract, cat	\$ 400.00	839	Anastomosis-Intestinal	\$ 950.00
609	Radiology Consultation Specialist	\$ 105.00	1955	Apomorphine Administration	\$ 60.00
602	Recheck X-ray	\$ 65.00	3098	Arthogen 32 oz.	\$ 47.00
622	Sonogram screen	\$ 110.00	894	Arthrotomy	\$ 500.00
616	Ultrasound	\$ 325.00	812	Avulsed nail/bandage - major	\$ 90.00
626	Ultrasound Dr. Reid	\$ 375.00	810	Avulsed nail/bandage-minor	\$ 45.00
617	Ultrasound - 2 cavities	\$ 505.00	801	Bandaging - compression	\$ 32.00
625	Ultrasound - 2 cavities- Dr. Reid	\$ 565.00	802	Bandaging - minor	\$ 30.00
618	Ultrasound and Biopsy	\$ 525.00	803	Bandaging - moderate	\$ 40.00
627	Ultrasound and Biopsy Dr Reid	\$ 0.00	804	Bandaging - Robert Jones	\$ 55.00
621	Ultrasound guided aspirate	\$ 115.00	905	Bandaging - surgical extensive	\$ 55.00
629	Ultrasound guided aspirate Dr Reid	\$ 0.00	829	Biopsy (gastrointestinal)	\$ 600.00
620	Ultrasound guided biopsy only	\$ 220.00	1141	Biopsy (kidney)	\$ 375.00
630	Ultrasound guided biopsy only Dr Reid	\$ 0.00	895	Biopsy (muscle or bone)	\$ 150.00
677	Ultrasound-Focused assessment	\$ 90.00	1077	Biopsy (skln)	\$ 150.00
601	X-Ray Addition View	\$ 72.00	1142	Biopsy (urogenital)	\$ 375.00
612	X-Ray Special Contrast Media Charge2	\$ 30.00	896	Biopsy lymph node	\$ 275.00
613	X-Ray Special Contrast Media Charge3	\$ 40.00	1921	Boarding Additional Day(s)	\$ 0.00
600	X-Ray-first view	\$ 92.00	3961	Canine Hypoallergenic Treats	\$ 10.00
Category Name: SPECIAL INFORMATION-SERVICE			807	Casting - fiberglass	\$ 325.00
5000	*Balance exists from _____	\$ 0.00	808	Casting - Mason metaspint	\$ 200.00
5001	NYS Reimburse spay/neut adjust	\$ 0.00	809	Casting - plaster	\$ 300.00
RET	Return/Credit	\$ 0.00	811	Casting - Thomas splint	\$ 300.00
			1143	Castration, See Below	\$ 0.00
			1161	Cesarian Section	\$ 600.00
			971	Chalazion	\$ 180.00
			977	Conjunctival Flap	\$ 300.00
			897	Cruciate Ligament Repair	\$ 700.00
			1145	Cryptorchid (cat)	\$ 350.00

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PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)	PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)
Category Name: SURGICAL SERVICES (Cont.)			837	Liver Biopsy	\$ 400.00
1144	Cryptorchid (dog)	\$ 450.00	1089	Mass Removal-external (major)	\$ 600.00
13	Cushings Disease Training	\$ 45.00	1090	Mass Removal-external (minor)	\$ 200.00
1159	Cystotomy - Cat	\$ 600.00	1128	Mass Removal-Internal (major)	\$ 800.00
1160	Cystotomy - Dog	\$ 650.00	1129	Mass Removal-Internal (minor)	\$ 700.00
1163	Cystotomy/urethrotomy	\$ 900.00	1165	Mastectomy (Cat)	\$ 600.00
900	Declaw Cat (rear)	\$ 325.00	1188	Mastectomy (Dog)	\$ 650.00
911	Declaw Feline (all) with alter	\$ 600.00	1130	Microchip Ident implant	\$ 88.00
898	Declaw Feline 4	\$ 475.00	1059	Nasal flush feline	\$ 90.00
899	Declaw Feline(2)	\$ 325.00	1088	Nasal Fold Excision	\$ 225.00
915	Declaw over 2 years old	\$ 450.00	982	Nasolacrimal Flush/cath	\$ 60.00
901	Declaw/Alter cat	\$ 400.00	1053	Nasopharyngeal Polyp Removal	\$ 300.00
1188	Descent-Ferrat	\$ 200.00	1168	Nephrectomy	\$ 800.00
902	Dewclaw Removal (puppy)	\$ 125.00	1169	Nephrotomy	\$ 800.00
903	Dewclaw(s) & Tail(s)/Puppy	\$ 35.00	983	Nictitans Eye Flap	\$ 110.00
951	Diaphragmatic hernia repair	\$ 900.00	3763	Omega Tri-V Caps Small 60ct	\$ 12.00
904	Docking Tail(s) (only)	\$ 30.00	1123	Operating Room Fee	\$ 300.00
1080	Ear Resection (bilateral)	\$ 625.00	1170	Ovariectomy, See Below	\$ 0.00
1081	Ear Resection (unilateral)	\$ 800.00	1058	Partial Laryngectomy	\$ 350.00
823	Echocardiogram	\$ 325.00	916	Pectineus Myotendonectomy	\$ 250.00
828	Echocardiogram- Dr Reid	\$ 375.00	843	PEG tube placement	\$ 350.00
830	Enterotomy-remove foreign body	\$ 800.00	1158	Perianal adenoma	\$ 550.00
973	Enucleation	\$ 800.00	1157	Perianal Adenoma/Castration	\$ 700.00
990	Esophagostomy tube	\$ 175.00	838	Pharyngostomy Tube Placement	\$ 120.00
976	Eye-Grid Keratotomy	\$ 150.00	840	Pyloroplasty	\$ 400.00
984	Eye-replace gland of nictitans	\$ 400.00	1174	Pyometra, canine	\$ 850.00
974	Eye/Id Surgery/major	\$ 600.00	1175	Pyometra, feline	\$ 700.00
975	Eye/Id Surgery/major x 2	\$ 425.00	841	Rectal Prolapse	\$ 325.00
978	Eye/Id Tumor Removal	\$ 400.00	842	Salivary Mucosaele	\$ 650.00
905	Femoral Head Osteotomy	\$ 800.00	1153	Scrotal Ablation	\$ 425.00
1017	Fluids to start on arrival at the Hosp.	\$ 0.00	4188	Soft Paws Application	\$ 45.00
906	Fracture Repair/IM pinning	\$ 900.00	1184	Spay cat + Decl 4 inc pain med	\$ 675.00
907	Fracture Repair/KE apparatus	\$ 900.00	1185	Spay cat/declaw(2)inc pain med	\$ 650.00
908	Fracture Repair/Mandibular	\$ 425.00	1177	Spay dog 15-30 # inc. pain med	\$ 305.00
909	FX Repair/Mandibular Symphysis	\$ 400.00	1178	Spay dog 30-50 # inc. pain med	\$ 325.00
831	Gastric Lavage	\$ 325.00	1179	Spay dog 51-80# inc. pain med	\$ 340.00
832	Gastric Torsion Complex	\$ 1,200.00	1180	Spay dog 80 lbs+ inc. pain med	\$ 460.00
833	Gastrotomy	\$ 800.00	1176	Spay dog <15 lbs inc. pain med	\$ 285.00
834	Gastrotomy Tube	\$ 350.00	1181	Spay feline including pain med	\$ 285.00
1079	Hematoma-Aural	\$ 325.00	1183	Spay feline preg./inc pain med	\$ 675.00
1021	Hernia (diaphragmatic)	\$ 900.00	1182	Spay feline/heat inc. pain med	\$ 380.00
1022	Hernia (inguinal)	\$ 800.00	1195	Spay ferrat	\$ 120.00
1023	Hernia (perianal)	\$ 800.00	1198	Spay mature dog-surgical fee	\$ 325.00
1031	Hernia-Umbilical - Cat	\$ 350.00	1188	Spay Rabbit	\$ 400.00
1030	Hernia-Umbilical - Dog	\$ 350.00	864	Splenectomy	\$ 800.00
1029	Hernia-Umbilical w/Alter	\$ 200.00	1054	Stenotic Nares Repair	\$ 325.00
1028	Hernia-Umbilical w/Spay	\$ 150.00	865	Surgery Dr. Sevalle	\$ 800.00
912	Hip Luxation Closed Reduction	\$ 400.00	918	Tendon Repair	\$ 450.00
913	Hip Luxation Open Reduction	\$ 800.00	914	Tendonectomy	\$ 400.00
910	Hygroma Correction/Elbow	\$ 400.00	1154	Testicular Tumor	\$ 450.00
835	Intestinal Anastomosis	\$ 850.00	1122	Thoracic Tap - Drain Fluid	\$ 155.00
836	Intussusception	\$ 850.00	1055	Thoracotomy	\$ 1,000.00
3978	IVD Canine Prescription can	\$ 4.00	1092	Thyroidectomy	\$ 800.00
4071	IVD Feline Prescription can 6oz	\$ 3.00	1057	Tracheotomy	\$ 300.00
3586	Kata Chlor Shampoo	\$ 20.00	1162	Urethrostomy	\$ 800.00
980	Laceration (corneal)	\$ 400.00	1192	Urethrostomy/feline male	\$ 800.00
1027	Laceration (intermediate)	\$ 300.00	1193	Urinary Obstruction/canine	\$ 275.00
981	Laceration (lid)	\$ 350.00	1194	Urinary Obstruction/feline	\$ 225.00
1025	Laceration (major)	\$ 400.00	1164	Urohydropulsion	\$ 325.00
1026	Laceration (minor)	\$ 250.00	2495	Valium Syringe	\$ 14.00
919	Laparotomy	\$ 800.00	3508	Vetsulin 10ml	\$ 44.00
1087	Lip Fold Correction	\$ 400.00			

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Appendix EE

ARTICLE I. Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the

recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii)

a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Mitchell Kornet DVM (Name)
264 W Old Country Rd Hicksville NY 11801 (Address)
516 681 5477 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has Not has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ~~not~~ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

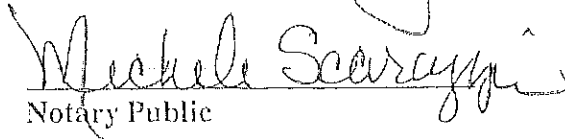
2-5-15
Dated


Signature of Chief Executive Officer

Mitchell Kont
Name of Chief Executive Officer

Sworn to before me this

5 day of February, 2015.

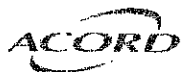

Notary Public

MICHELE A. SCARAZZINI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SC6106842
Qualified in Nassau County
My Commission Expires March 15, 2016

OWNERSHIP DISCLOSURE DOCUMENT

MID ISLAND ANIMAL HOSPITAL
264 WEST OLD COUNTRY RD.
HICKSVILLE, NY 11501

SOLE PRINCIPAL: MITCHELL KORNET, DVM



CERTIFICATE OF LIABILITY INSURANCE

MIDISLA-01

RMURRAY

DATE (MM/DD/YYYY)

4/5/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 100290810 Chicago, IL-Hub International Midwest West 65 East Jackson Boulevard Floor 14A Chicago, IL 60604	CONTACT NAME: PHONE (A/C, Hq, Ext): (312) 922-5000 FAX (A/C, Hq, Ext): (312) 922-5358 E-MAIL: ADDRESS:
INSURED Mid Island Animal Hospital 264 W. Old Country Road Hicksville, NY 11801	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Casualty Insurance Company of America, 19046 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	AGGREGATE LIMIT	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	6806187R024	08/09/2015	08/09/2016	
						EACH OCCURRENCE 2,000,000
						DAMAGE TO RENTED PREMISES (EA accident) 300,000
						MED EXP (any one person) 5,000
						PERSONAL & ADY INJURY 2,000,000
						GENERAL AGGREGATE 4,000,000
						PRODUCTS - COMPOUND 4,000,000
	AUTOMOBILE LIABILITY					
	ANY AUTO					COMBINED SINGLE LIMIT (EA accident) 5
	ALL OWNED AUTOS	OWNED TO NON-OWNED AUTOS				BODILY INJURY (Per person) 3
	HIRED AUTOS					BODILY INJURY (Per accident) 5
						PROPERTY DAMAGE (Per accident) 3
	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE 5
	EXCESS LIAB	AS ADDED TO				AGGREGATE 3
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				PER STATUTE 5
	If yes, describe under DESCRIPTION OF OPERATIONS below					EL EACH ACCIDENT 5
						EL DISEASE EA EMPLOYEE 5
						EL DISEASE EA EMPLOYEE 5

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is listed as an Additional Insured as their interests may appear with respects to the General Liability

Subject to Policy Terms, Conditions and Exclusions.

CERTIFICATE HOLDER

CANCELLATION

Nassau County District Attorney's Office 262 Old Country Road Mineola, NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]
---	---

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Contract ID#: CQDA15000004
CLDA16000007



Department: District Attorney

Contract Details

SERVICE Veterinary Services

NIFS ID #: CLDA16000007

NIFS Entry Date: 04/26/16 Term: 03/01/16 -- 02/28/17

New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Agency Information

Vendor	
Name Mid Island Animal Hospital	Vendor ID# 11-2648297
Address 264 West Old Country Road Hicksville, NY 11501	Contact Person Barbara Reynolds Office Manager Phone (516) 681-5477

County Department
Department Contact Robert McManus
Address Nassau County District Attorney's Office 262 Old Country Rd. Mineola, NY 11501
Phone (516) 571-3354

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered <input checked="" type="checkbox"/>	4/27/16 5/02/16	<i>Vicki Coral</i> <i>W. Walsh</i>	
5/4/16	OMB	NIFS Approval (Contractor Registered) <input checked="" type="checkbox"/>	5/4/16	<i>William Cole</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
5/9/16	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	5/9/16	<i>[Signature]</i>	
5/9/16	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	5/10/16	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>			
6/8/16	County Attorney	NIFS Approval <input checked="" type="checkbox"/>	6/8/16	<i>[Signature]</i>	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	6/27/16	<i>[Signature]</i>	6/27/16
7/16/16	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	7/16/16	<i>[Signature]</i>	

Contract Summary

PR5254 (1/06)



Description: This is an amendment to extend an existing agreement for veterinary services for a facility dog at the Special Victims Bureau of the District Attorney's Office. This amendment extends the expiration date to February 28, 2017.
Purpose: The services to be provided by the Contractor under this Agreement shall consist of canine veterinary services, which will include but not be limited to diagnostic exams, emergency medical care, emergency surgery, kennel calls for both emergencies and routine care and other related services to promote the health and well-being of the dog assigned to the District Attorney's Office Special Victims Bureau.
Method of Procurement: Sole Source due to location and familiarity with the dog's treatment and medical history.
Procurement History: N/A
Description of General Provisions: This is an extension of an existing agreement with Mid Island Animal Hospital to provide veterinary services to a trained facility dog previously donated to the District Attorney's Office. The dog's function is to help vulnerable and frightened victims and witnesses – particularly children – to feel more comfortable discussing traumatic or violent events or experiences. The amount of the original agreement was \$5,000.00 and ample funding remains from that amount to cover the term of this extension.
Impact on Funding / Price Analysis: This agreement will be funded by discretionary forfeiture funds with no cost to Nassau County.
Change in Contract from Prior Procurement: No change.
Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	DA89
Resp:	DA 891A
Object:	DE 500
Transaction:	CQ

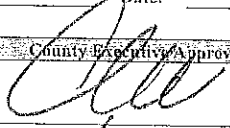
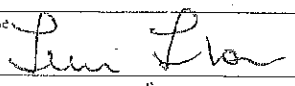
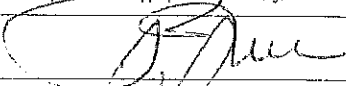
FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$
Federal	\$
State	\$.01
Capital	\$
Other	\$
TOTAL	\$.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	DAGRT891AOTH/DE500	\$.01
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$.01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: R. McManus

Date: 04/26/16

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: 
Name: 	Name: 	Date: <u>5/16/16</u>
Date: <u>4/27/16</u>	Date: <u>6/27/16</u>	(For Office Use Only)
		E #:

RULES RESOLUTION NO. 163 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE NASSAU COUNTY DISTRICT ATTORNEY AND
MID ISLAND ANIMAL HOSPITAL

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 6/6/16
VOTING:
ayes 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Mid Island Animal Hospital to provide canine veterinary services, including emergency care and surgery, for the dog(s) assigned to the Department's Special Victims Bureau, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said amended agreement with Mid Island Animal Hospital.

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Mid Island Animal Hospital

CONTRACTOR ADDRESS: 264 West Old Country Rd., Hicksville, NY 11501

FEDERAL TAX ID #: 11-2648297

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

This is a renewal of a contract that was awarded the county by the state and federal government to enhance and expand the work done in the schools under the first contract. See Staff Summary.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☒ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☒ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department

must explain why the contractor should nevertheless be permitted to contract with the county. In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

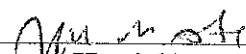
VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

X. ☒ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature

05/02/16
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.
Compt. form Pers./Prof. Services Contracts: Rev. 09/15



MADLINE SINGAS
DISTRICT ATTORNEY

OFFICE OF
THE DISTRICT ATTORNEY
NASSAU COUNTY

To: Office of the Comptroller
Office of Management and Budget

From: Jeffrey M. Stein
Chief Administrative Officer

Date: 04/26/16

Re: Sole Source Justification – Mid Island Animal Hospital

This agreement with Mid Island Animal Hospital is to provide veterinary services to “Megga”, a “facility dog” trained to assist victims and witnesses in sensitive cases, primarily children in abuse cases. The dog was provided free of charge by Canine Companions for Independence. Canine Companions is a national organization that trains both dogs and their handlers is assisting in stressful scenarios for victims and witnesses – especially children – such as those frequently faced in a prosecutor’s office. The dog is trained to help vulnerable and frightened victims and witnesses feel more comfortable discussing traumatic or violent events.

A competitive bidding process would not be appropriate due to the fact that Mid Island Animal hospital is familiar with Megga due to having treated her since she was a puppy. In addition, the location of Mid Island Animal Hospital is convenient and nearby to both the Nassau County District Attorney’s Office and the home of the Assistant District Attorney assigned to caring for the dog in the event of an emergency.



MADLINE SINGAS
DISTRICT ATTORNEY

OFFICE OF
THE DISTRICT ATTORNEY
NASSAU COUNTY

To: To Whom It May Concern

From: Jeffrey M. Stein
Chief Administrative Officer

Date: 04/26/16

Subject: Contractor Evaluation:
Mid Island Animal Hospital
CQDA15000004

Please be advised that the services heretofore performed by this vendor under the above referenced contract have been very satisfactory.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

No

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 4/4/16

Vendor: Mid Island Animal Hospital

Signed: [Signature]

Print Name: Mitchell Korodan

Title: Owner

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer/bidder. Answers must be typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

1. Principal Name Mitchell Kornet DVM
 Date of birth 3/4/55
 Home address 29 Delaware Ave
 City/state/zip Jenicho, N.Y. 11753
 Business address 264 W Old Country Rd
 City/state/zip Hicksville N.Y. 11800
 Telephone 516 681 547
 Other present address(es) _____
 City/state/zip _____
 Telephone _____
 List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
 President ____/____/____ Treasurer ____/____/____
 Chairman of Board ____/____/____ Shareholder ____/____/____
 Chief Exec. Officer ____/____/____ Secretary ____/____/____
 Chief Financial Officer ____/____/____ Partner ____/____/____
 Vice President ____/____/____
 (Other) owner 8-12-83
3. Do you have an equity interest in the business submitting the questionnaire?
 NO ____ YES ☒ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ____
☒ YES ____ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ☒ YES ____; If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ____ YES ☒ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? NO ☒ YES ____ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ☒ YES ____ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ☒ YES ____ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ☒ YES ____ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? NO ☒ YES ____ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? NO ☒ YES ____ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? NO ☒ YES ____ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ☒ YES ____ If Yes, provide details for each such conviction.
 - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ☒ YES ____ If Yes, provide details for each such conviction.
 - f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ☒ YES ____ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ☒ YES ____ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ☒ YES ____ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ☒ YES ____ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ☒ YES ____ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Mitchell Kornet, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 4 day of March 2016

Michele Scarpizzi
Notary Public

MICHELE A. SCARAZZINI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SC6106842
Qualified in Nassau County
My Commission Expires March 15, 2020

Mid Israel Arnd Hospital
Name of submitting business

Mitchell Kornet
Print name

Mitch Kornet
Signature

Owner
Title

4, 4, 16
Date

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the bid/proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 4-4-16

1) Bidder's/Proposer's Legal Name: Mid-Island Animal Hospital LLC

2) Address of Place of Business: 264 W. Old County Road
Hicksville N.Y. 11801

List all other business addresses used within last five years:

3) Mailing Address (if different): same

Phone: 516 681 5777

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: none

5) Federal I.D. Number: 11 2648297

6) The bidder/proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☒ Other (Describe) LLC

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ☐ No ☒ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details: _____

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

- 11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. _____
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. _____
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business?
- a) Any felony charge pending? No ☒ Yes ☐ If Yes, provide details for each such charge. _____
- b) Any misdemeanor charge pending? No ☒ Yes ☐ If Yes, provide details for each such charge. _____
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ☒ Yes ☐ If Yes, provide details for each such conviction _____
- d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No ☒ Yes ☐ If Yes, provide details for each such conviction. _____
- e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ☒ Yes ☐ If Yes, provide details for each such

occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ____ Yes ☒: If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ☒ Yes ____ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____
no conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____
no conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____
no conflict exists

b) Please describe procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. *In the event that a conflict arises, I will notify the County and have the County determine if an actual conflict exists*

- A. Include a resume or detailed description of the bidder's/proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified. *See attached profile*

Should the bidder/proposer be other than an individual, the bid/proposal **MUST** include:

- i) Date of formation;
 - ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
 - iii) Name, address and position of all officers and directors of the company;
 - iv) State of incorporation (if applicable);
 - v) The number of employees in the firm;
 - vi) Annual revenue of firm;
 - vii) Summary of relevant accomplishments
 - viii) Copies of all state and local licenses and permits.
- B. Indicate number of years in business. *32*
- C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.
- D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

Company Nassau County District Attorney's Office

Contact Person Amanda Burke

Address 262 Old Country Rd

City/State Mineola NY 11501

Telephone (516) 571-3774

Fax # (516) 571-1119

E-Mail Address amanda.burke@nassau.ny.us

~~_____

_____~~

Company My Canine Coach
Contact Person Sheryl L. Furman
Address 7 Lillian Lane
City/State Plainview, NY 11803
Telephone (516) 822-5209
Fax # _____
E-Mail Address mycaninecoach@aol.com

Company _____
Contact Person Mary Ann Notaro
Address 138 Cambridge Dr
City/State Hicksville NY 11801
Telephone (516) 433-2687
Fax # _____
E-Mail Address _____

- E. Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Mitchell Kornets, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 4 day of MARCH

2016

Michele Scaramuzza
Notary Public

MICHELE A. SCARAZZINI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SC6106042
Qualified in Nassau County
My Commission Expires March 15, 2020

Name of submitting business: Mid Island Animal Hospital LLC

By: Mitchell Kornets Print
name

[Signature]
Signature

[Signature]
Title

4.4.16 Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Mid Island Animal Hospital
Address: 264 W. Old County Rd
City, State and Zip Code: Hicksville N.Y. 11801
2. Entity's Vendor Identification Number: 11264 8297
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☒ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Mitchell Kornet DVM
264 W. Old County Rd
Hicksville N.Y. 11801

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Mitchell Kornet DVM
264 W. Old County Rd
Hicksville, N.Y. 11801

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 4-4-16

Signed: *Mitchell K. Dwyer*

Print Name: Mitchell Korney

Title: *Owner*

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County District Attorney's Office, having its principal office at 262 Old Country Road, Mineola, New York 11501 (the "Department") and (ii) **Mid Island Animal Hospital**, having its principal office at **264 West Old Country Road, Hicksville, New York 11801** (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQDA15000004 between the County and the Contractor, executed on behalf of the County on February 27, 2015, (the "Original Agreement"), the Contractor provides canine veterinary services to promote the health and well-being of the dog assigned to the Department's Special Victims Bureau, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from March 1, 2015 until February 29, 2016, with three (3) one (1) year options to renew, and subject to early termination as provided for under the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Five Thousand Dollars (\$5,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise one (1) of the three (3) renewal options by extending the Original Term.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

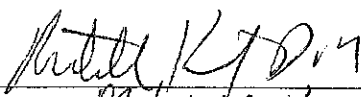
1. **Renewal of Term.** The Original Agreement shall be renewed and thereby extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be February 28, 2017, subject to early termination as provided for under this Amended Agreement.

2. **Payment.** (a) Amount of Consideration. The County agrees to pay the Contractor pursuant to the amended rate schedule for Services provided which is attached hereto as "Appendix A-1" and incorporated herein by reference.

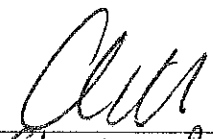
3. **Full Force and Effect.** All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

MID ISLAND ANIMAL HOSPITAL

By: 
Name: Mitchell K. Dorsey
Title: owner
Date: 2/4/16

NASSAU COUNTY

By: 
Name: Charles Ribando
Title: County Executive
☒ Deputy County Executive
Date: 6/30/16

PLEASE EXECUTE IN BLUE INK

APPENDIX A-1

Mid Island Animal Hospital

Price Listing

Thursday, March 24, 2016

PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)	PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)
611	X-Ray Special Contrast Media Charge1	\$ 20.00	631	ACTH Resp. 4 hrs & 5 hrs Post Triostane	\$ 85.00
800	(BANDAGES & CASTS, 800-824)	\$ 0.00 *	631	ACTH Resp. 4 hrs & 5 hrs Post Triostane	\$ 143.00
400	(BLOOD CHEMISTRY, 400-435)	\$ 0.00	522	ACTH response test	\$ 85.00
1800	(BOARDING FEES, 1800-1920)	\$ 0.00	522	ACTH response test	\$ 143.00
1620	(DAILY CARE FEES, 1620-1639)	\$ 0.00 *	393	ACTH Response- Feline	\$ 72.00
1600	(FLUID THERAPY, 1600-1619)	\$ 0.00	393	ACTH Response- Feline	\$ 130.00
4301	(FLUIDS, 4301-4399)	\$ 0.00 *	2858	Adams Flea Dip 4oz	\$ 13.00
825	(GASTROINTESTINAL, 825-859)	\$ 0.00	2852	Adams Flea Off Dust II 3oz	\$ 9.00
436	(HEMATOLOGY, 436-460)	\$ 0.00	2856	Adams Flea Off Mist 16oz	\$ 14.00
880	(HEMATOPOETIC, 880-889)	\$ 0.00	1659	Additional Injections	\$ 12.00
4500	(HOSP/GEN.MED SUP, 4500-4649)	\$ 0.00	2357	Adequan	\$ 118.00
1640	(HOSPITAL INJECT., 1640-1659)	\$ 0.00	540	Adrenal Profile Test-Tennessee	\$ 275.00
1075	(INTEGUMENT/EAR, 1075-1119)	\$ 0.00	2200	Aerokat	\$ 80.00
4300	(INVENTORY, 4300-4999)	\$ 0.00	8	After Hours Exam	\$ 115.00
4650	(LABORATORY SUP., 4650-4799)	\$ 0.00	2215	Albon 500mg	\$ 15.00
4400	(MAINTWARD SUP., 4400-4499)	\$ 0.00	2202	Albon Liquidoz	\$ 15.00
461	(MICROBIOLOGY, 461-479)	\$ 0.00	491	Albumin	\$ 40.00
890	(MUSCULOSKELETAL, 890-949)	\$ 0.00	392	Aldosterone Level	\$ 132.00
950	(NEUROLOGICAL, 950-969)	\$ 0.00	401	Alkaline Phosphatase	\$ 40.00
4800	(OFFICE/COMPUTER, 4800-4899)	\$ 0.00	2214	Alderem Spot On	\$ 38.00
970	(OPHTHALMIC, 970-1019)	\$ 0.00	525	Allergy Testing-IgE	\$ 175.00
480	(PARASITOLOGY, 480-499)	\$ 0.00	3583	Allerob-T shampoo 8 oz.	\$ 12.00
500	(PATHOLOGY, 500-519)	\$ 0.00	87	Alpha Track 2 Glucose Meter	\$ 125.00
6000	(PRO.SERV/AVIAN, 6000-6099)	\$ 0.00	89	AlphaTrack 2 Lancets 100/bx	\$ 22.00
4900	(RADIOLOGY SUP., 4900-4999)	\$ 0.00	88	AlphaTrack 2 Test Strips 50/bx	\$ 69.00
1020	(RECONSTRUCTIVE, 1020-1049)	\$ 0.00	1149	Alter dog 15-30# inc. pain med	\$ 260.00
1050	(RESPIRATORY, 1050-1074)	\$ 0.00	1150	Alter dog 30-60# inc. pain med	\$ 270.00
1120	(SPECIAL/MISC., 1120-1139)	\$ 0.00	1151	Alter dog 60# + inc. pain med	\$ 300.00
570	(TOXICOLOGY, 570-579)	\$ 0.00	1148	Alter dog< 15# inc. pain med	\$ 250.00
1140	(UROGENITAL, 1140-1197)	\$ 0.00	1152	Alter Feline	\$ 120.00
580	(UROLOGY, 580-597)	\$ 0.00	1189	Alter rabbit	\$ 325.00
1991	* nights @ \$ per night	\$ 0.00	1187	Alter-Formet	\$ 80.00
1993	* nights @ \$ per night +tax	\$ 0.00	2208	Aluminum Hydroxide Powder 20dram	\$ 15.00
5000	*Balance exists from	\$ 0.00	4523	Amikacin Injection Syringe <1ml	\$ 15.00
1199	*Surgery	\$ 0.00	2361	Aminophylline Tabs 100mg	\$ 15.00
99	*Write In	\$ 0.00	2207	Ammonit 500mg 1000ct	\$ 90.00
199	*Write In0	\$ 0.00	2204	Amoxi-Drops 50mg/ml 15ml	\$ 15.00
299	*Write In1	\$ 0.00	2205	Amoxi-Drops 50mg/ml 30ml	\$ 20.00
2099	*Write In10	\$ 0.00	2206	Amoxicillin Tabs 100mg	\$ 15.00
2199	*Write In11	\$ 0.00	2209	Amoxicillin Tabs 150mg	\$ 15.00
4299	*Write In12	\$ 0.00	2210	Amoxicillin Tabs 200mg	\$ 15.00
6499	*Write In14	\$ 0.00	2211	Amoxicillin Tabs 400mg	\$ 15.00
599	*Write In3	\$ 0.00	2212	Ampicilin Caps 250mg	\$ 50.00
699	*Write In4	\$ 0.00	2213	Ampicillin Caps 500mg	\$ 60.00
799	*Write In5	\$ 0.00	2754	Ampicillin w/Subactam 1.5g w/prop +inj	\$ 30.00
1599	*Write In6	\$ 0.00	691	Amputation/digit(s)	\$ 675.00
1699	*Write In7	\$ 0.00	892	Amputation/extremity	\$ 900.00
1899	*Write In8	\$ 0.00	593	Amputation/tail	\$ 400.00
1999	*Write In9	\$ 0.00	402	Amylase	\$ 40.00
1629	<Day Care-Reserved 1629-1639>	\$ 0.00	530	ANA-antinuclear antibody test	\$ 95.00
1197	<Open>	\$ 0.00	15	Anal Glands-express w/o exam	\$ 42.00
2253	<Open>0	\$ 0.00	1155	Anal Sac Resection	\$ 750.00
4103	<Open>1	\$ 0.00	827	Anal Sac(s) Abscess	\$ 285.00
3900	<PRESC. DIETS, 3900-4099>	\$ 0.00	828	Anal Sac(s) Removal	\$ 600.00
828	Abdominal Exploratory	\$ 600.00	16	Anal sac-express--nurse	\$ 30.00
1121	Abdominal Tap- Drain Fluid	\$ 150.00	202	Anal Sacs - infusion	\$ 40.00
3499	ABS Antibarking Collar	\$ 180.00	838	Anastomosis-intestinal	\$ 950.00
1091	Abscess treatment	\$ 275.00	2598	Antimax/EnteDerm Ointment	\$ 14.00
405	accu Plex 4	\$ 43.00	3486	Anipryl 10mg/30 tablets	\$ 105.00
2452	Acepromazine Tabs 10mg	\$ 15.00	3465	Anipryl 15 mg / 30 tabs	\$ 113.00
2453	Acepromazine Tabs 25mg	\$ 15.00	3489	Anipryl 2mg/30 Tablets	\$ 98.00
521	Acetylcholine receptor test	\$ 240.00			

DEF. PRICE includes Pkg Fee, Min Price, and Round Off
* = Price of item when used as bundle

Page 1

Time: 3:13:37 PM

PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)	PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)
3468	Anipryl 30 mg/30ct	\$ 115.00	403	Bilirubin (direct)	\$ 43.00
3467	Anipryl 5mg/30 tabs	\$ 100.00	404	Bilirubin (total)	\$ 43.00
10	Annual Physical Examination	\$ 68.00	829	Biopsy (gastrointestinal)	\$ 600.00
2221	Antirobe 150mg	\$ 15.00	1141	Biopsy (kidney)	\$ 375.00
2220	Antirobe Caps 75mg	\$ 15.00	895	Biopsy (muscle or bone)	\$ 150.00
1955	Apomorphine Administration	\$ 80.00	1077	Biopsy (skin)	\$ 150.00
2517	Apoquel 16 mg	\$ 15.00	1142	Biopsy (urogenital)	\$ 375.00
2515	Apoquel 3.6mg	\$ 15.00	896	Biopsy lymph node	\$ 275.00
2516	Apoquel 5.4 mg	\$ 15.00	494	Biopsy-margin evaluation	\$ 81.00
2405	Arquet tablets 20 mg	\$ 7.00	517	Biopsy-surgical margin eval.	\$ 61.00
3058	Arthogen 32 oz.	\$ 47.00	1917	Bird boarding	\$ 12.00
3105	ArthroMax for Cats 6 oz.	\$ 39.00	1627	Bird or Lab Animal Hospit.	\$ 45.00
894	Arthroscopy	\$ 500.00	2555	Bitter Apple 8 oz.	\$ 10.00
305	Artificial Insemination (comp)	\$ 150.00	557	Blood Collecting Fee	\$ 45.00
2802	Artificial Tears ointment	\$ 15.00	579	Blood crossmatch	\$ 80.00
2801	Artificial Tears Ophl Soln	\$ 15.00	276	Blood pressure measurement	\$ 45.00
513	Aspirate	\$ 32.00	714	Blood pressure monitor & IV	\$ 28.00
2509	Atopica 100mg	\$ 105.00	454	Blood Processing Fee	\$ 55.00
2506	Atopica 10mg	\$ 37.00	1619	Blood Transfusion Cat	\$ 140.00
2507	Atopica 25mg	\$ 41.00	1601	Blood Transfusion Cat-type A	\$ 255.00
2508	Atopica 50mg	\$ 84.00		bloodbank	
2514	Atopica for Cats **** 17 ML vial	\$ 108.00	1618	Blood Transfusion Dog- double unit	\$ 325.00
2512	Atopica for Cats 5 ml vial	\$ 47.00	1602	Blood Transfusion Dog- single unit	\$ 250.00
2805	Atropine Ophl Ointment 1%	\$ 32.00	578	Blood type	\$ 75.00
3418	Autologous Serum	\$ 70.00	585	Blood type and crossmatch	\$ 110.00
812	Avulsed nail/bandage - major	\$ 90.00	476	BNP Cardiac Test	\$ 115.00
810	Avulsed nail/bandage-minor	\$ 45.00	1921	Boarding Additional Day(s)	\$ 0.00
3404	B-12 Injectable 10ml syringes	\$ 20.00	9	Boarding Examination	\$ 32.00
612	B-12 (Antech 838)	\$ 72.00	1947	Boarding w/ Fluids	\$ 15.00
3403	B-12 Injectable 100ml bottle	\$ 15.00	501	Bone Marrow Exam/incl. collect	\$ 240.00
573	B-12/Folate Assay (Antech 816195)	\$ 87.00	160	Bordetella-without other serv.	\$ 48.00
569	Babesia canis Mar	\$ 122.00	169	Bordetella Vaccination	\$ 38.00
3330	Bactoderm	\$ 18.00	3343	BPO-3 Medicated Shampoo	\$ 13.00
801	Bandaging - compression	\$ 32.00	2422	Bravecto > 22 - 44 # 1 dose	\$ 58.00
802	Bandaging - minor	\$ 30.00	2421	Bravecto >44 - 88 # 1 dose	\$ 58.00
803	Bandaging - moderate	\$ 40.00	2424	Bravecto >88 - 132 # 1 dose	\$ 58.00
804	Bandaging - Robert Jones	\$ 55.00	2423	Bravecto 4.4 # - 9.8# 1 dose	\$ 58.00
203	Bandaging - routine	\$ 35.00	2426	Bravecto 8.9 - 22# 1 dose	\$ 58.00
806	Bandaging - surgical extensive	\$ 55.00	627	Brucellosis Titer	\$ 85.00
514	Bartonella western blot test	\$ 62.00	438	Buffy Coat	\$ 95.00
2011	Bath - medicated more than 80#	\$ 44.00	408	BUN (azo-stix)	\$ 17.00
2000	Bath Medicated 20 lbs or less	\$ 38.00	424	BUN/Creatinine	\$ 58.00
2002	Bath Medicated 51 to 60 lbs	\$ 42.00	2707	Buprenex syringe 0.3mg/ml	\$ 4.50
2001	Bath Medicated 21 to 50 lbs	\$ 40.00	2810	Bur-Otic	\$ 9.00
2003	Bath Medicated 81 lbs or more	\$ 46.00	2811	Bur-Otic HC	\$ 10.00
2007	Bath Medicated Feline	\$ 35.00	1614	Burette	\$ 22.00
2006	Bath- boarding	\$ 24.00	2505	Butorphanol CRI	\$ 23.00
2004	Bath-Cosmetic	\$ 35.00	4618	Butterfly 21ga	\$ 2.00
2013	Bath-Dermazole shampoo	\$ 60.00	3338	C.E.T. Cat Oral Hygiene Kit	\$ 10.00
2012	Bath-hyge sulfur	\$ 45.00	3337	C.E.T. Chews Canine large 30ct	\$ 19.00
2291	Baytril 22.7mg	\$ 15.00	3334	C.E.T. Chews Canine Medium	\$ 15.00
3101	Baytril Injectable	\$ 35.00	3340	C.E.T. Chews CATS 30ct	\$ 18.00
282	Baytril Injectable/ml + inj.	\$ 3.00	3339	C.E.T. Chews Petite 24ea	\$ 8.00
3103	Baytril Otic	\$ 26.00	3341	C.E.T. Chews XLG 30 ct	\$ 30.00
269	Beak and nail clip	\$ 22.00	3336	C.E.T. fingerbrush	\$ 5.00
270	Beak and wing clip	\$ 25.00	3506	C.E.T. Oral Rinse	\$ 16.00
275	Beak Clip	\$ 20.00	3333	C.E.T. Toothbrush	\$ 5.00
11	Behavior consult and exam	\$ 75.00	3335	C.E.T. Toothpaste	\$ 11.00
2406	Bene-Bac	\$ 13.00	3331	C.E.T. Dental Care Kit	\$ 14.00
3572	Benzoyl Peroxide 3% (BPO-3) Shampoo 16oz	\$ 15.00	407	Calcium	\$ 45.00
3560	Betadine solution	\$ 9.00	413	Calcium-Ionized	\$ 92.00
427	Bile Acids	\$ 81.00	415	Calcium-Ionized & PTH(S15595)	\$ 184.00
428	Bile Acids pre+post	\$ 123.00	1901	Canine boarding <25#	\$ 23.00
			1904	Canine boarding >80#	\$ 38.00

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PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)	PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)
1902	Canine boarding 26-60#	\$ 28.00	3920	Canine r/d dry 27.5#	\$ 71.00
1903	Canine boarding 61-90#	\$ 32.00	3918	Canine r/d dry 8.5#	\$ 27.00
1908	Canine boarding c med <25#	\$ 27.00	3954	Canine u/d dry 25#	\$ 72.00
1911	Canine boarding c med >90#	\$ 42.00	3982	Canine u/d dry 5#	\$ 20.00
1909	Canine boarding c med 26-60#	\$ 33.00	3985	Canine Treats 1 lb pouch	\$ 6.00
1910	Canine boarding c med 61-90#	\$ 37.00	3922	Canine u/d 12 can case	\$ 33.00
1923	Canine Boarding- Day Boarding	\$ 22.00	3981	Canine u/d dry 27.5#	\$ 84.00
3948	Canine c/d 12 can case	\$ 35.00	3923	Canine u/d dry 8.5#	\$ 32.00
3950	Canine c/d dry 17.6#	\$ 62.00	3924	Canine w/d 12 pk	\$ 30.00
3951	Canine c/d dry 27.5#	\$ 78.00	3928	Canine w/d dry 17.6#	\$ 50.00
3949	Canine c/d dry 8.5#	\$ 30.00	3935	Canine w/d dry 27.5#	\$ 73.00
3983	Canine C/D STEW 5.5 oz 24 cans	\$ 40.00	3925	Canine w/d dry 8.5#	\$ 27.00
3980	Canine C/D STEW case 12qty	\$ 40.00	4095	Canine W/D STEW 24 x 5.5 oz	\$ 40.00
3901	Canine d/d can case 12pk	\$ 38.00	4085	Canine W/D Stew large can 12.5oz case 12	\$ 38.00
3903	Canine d/d dry 17.6#	\$ 75.00			
3902	Canine d/d dry 8#	\$ 37.00	3916	Canine Z/D 12 can case	\$ 46.00
1919	Canine diabetic bd <25#	\$ 35.00	3932	Canine Z/D Individual can	\$ 4.00
1913	Canine diabetic bd >90#	\$ 47.00	3993	Canine z/d low allergen 25#	\$ 88.00
1920	Canine diabetic bd 26-60#	\$ 38.00	3999	Canine z/d low allergen 8#	\$ 36.00
1912	Canine diabetic bd 61-90#	\$ 42.00	3992	Canine z/d ultra 17.6#	\$ 70.00
4184	Canine Eliminator	\$ 24.00	3988	Canine z/d ultra 8#	\$ 36.00
3977	Canine g/d 12 can case	\$ 32.00	3928	Canine Z/D Ultra allergen-free 25#	\$ 88.00
3905	Canine g/d dry #8.5	\$ 31.00	3957	Canine/feline a/d canned ea	\$ 2.00
3906	Canine h/d can	\$ 31.00	3956	Canine/feline a/d case 24 cans	\$ 54.00
3908	Canine h/d dry 17.6#	\$ 60.00	3250	Capstar 2-25 Package	\$ 42.00
3961	Canine Hypoallergenic Treats	\$ 10.00	3248	Capstar 2-25 single dose	\$ 7.00
3939	Canine I/D 35#	\$ 91.00	3251	Capstar over 25# package	\$ 43.00
3909	Canine I/d case 12pk	\$ 32.00	3249	Capstar over 25# single dose	\$ 8.00
3911	Canine I/d dry 17.6#	\$ 69.00	3471	Capsule-empty gelatin	\$ 2.00
3910	Canine I/d dry 8.5#	\$ 34.00	308	Cardiopet-routine exam	\$ 95.00
4158	Canine I/D LOW FAT Restore 8.8#	\$ 34.00	309	Cardiopet-slat exam	\$ 140.00
4140	Canine I/d Lowfat GI Restore case	\$ 33.00	2352	Cardoxin .16mg/ml (red)	\$ 18.00
126	Canine Influenza Vaccine	\$ 45.00	2353	Cardoxin L/S .05mg/ml (gm)	\$ 16.00
394	Canine Influenza Titer Cornell	\$ 80.00	807	Casting - fiberglass	\$ 325.00
4111	Canine J/D 8.5#	\$ 30.00	808	Casting - Mason malleapint	\$ 200.00
3967	Canine J/D case	\$ 31.00	809	Casting - plaster	\$ 300.00
3907	Canine J/D dry 27.5#	\$ 82.00	811	Casting - Thomas splint	\$ 300.00
3912	Canine k/d 12 can case	\$ 33.00	1143	Castration, See Below	\$ 0.00
3914	Canine k/d dry 17.6#	\$ 57.00	1613	Catheter cap	\$ 4.00
3915	Canine k/d dry 35#	\$ 90.00	1628	Catheter placement-IV	\$ 50.00
3913	Canine k/d dry 8.5#	\$ 33.00	1622	Cats Hospitalization	\$ 60.00
3954	Canine K/D stew 5.5 oz 24 cans	\$ 38.00	430	CBC (complete blood count)	\$ 60.00
3904	Canine L/D 12 Can Case	\$ 35.00	418	CBC, Minichem (Aniach #1242)	\$ 88.00
4079	Canine I/d dry 17.6#	\$ 65.00	421	CBC, SMA Profile	\$ 121.00
3671	Canine Metabolic # 17.6	\$ 66.00	419	CBC, SMA, UA	\$ 143.00
3673	Canine Metabolic 27.5#	\$ 78.00	2224	Cefa Tabs 50mg	\$ 15.00
3670	Canine Metabolic 6 #	\$ 22.00	2225	Cefa Tabs 100mg	\$ 15.00
3672	Canine Metabolic case 12can	\$ 35.00	2226	Cefa Tabs 200mg	\$ 15.00
3999	Canine n/d 12 can case	\$ 40.00	2241	Cefadrops 50 ml	\$ 62.00
3952	Canine Prescription Individual Can	\$ 3.00	2753	Cefotixin Bottle	\$ 30.00
3938	Canine Purina NF dry 18#	\$ 57.00	206	Centesis - abdominal	\$ 150.00
3966	Canine Purina DCO 32# dry	\$ 85.00	208	Centesis - arthro (joint)	\$ 65.00
3955	Canine Purina EN canned case	\$ 32.00	209	Centesis - percutaneous	\$ 30.00
3996	Canine Purina En formula 60 dry	\$ 23.00	210	Centesis - thoracic (chest)	\$ 155.00
4998	Canine Purina Gentle Snackers	\$ 8.00	1616	Central Ven Press. measurement	\$ 65.00
3986	Canine Purina HA dry 15.5#	\$ 67.00	3115	Centrine Tabs 0.2mg	\$ 10.00
3987	Canine Purina HA dry 32#	\$ 103.00	2277	Cephalexin CAPSULES 250mg	\$ 15.00
3937	Canine Purina NF Case 12 13.3 oz.cans	\$ 32.00	2276	Cephalexin 500mg	\$ 15.00
4996	Canine Purina OM 18#	\$ 48.00	2274	Cephalexin oral suspension 250/5ml btl.	\$ 32.00
4995	Canine Purina OM case	\$ 30.00	2247	CERENIA -16MG 4 tablet pkg	\$ 17.00
3984	Canine Purina OM dry 8#	\$ 19.00	2245	Cerenia 160 mg 4 tablet/pk	\$ 43.00
3917	Canine r/d 12 can case	\$ 30.00	2243	Cerenia 24 mg 4 tablet/pk	\$ 18.00
3919	Canine r/d dry 17.6#	\$ 49.00	2244	Cerenia 60 mg 4 tablet/pk	\$ 33.00

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PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)	PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)
2228	Canumite	\$ 12.00	234	Cremation, Processing Fee	\$ 45.00
1161	Casarian Section	\$ 600.00	897	Cruciate Ligament Repair	\$ 700.00
971	Chalazion	\$ 160.00	868	Cryptococcus iter	\$ 122.00
2807	Chloramphen Ophl 1% 3.5mg	\$ 13.00	1143	Cryptorchid (cat)	\$ 350.00
2808	Chloramphen Ophl Soln 0.5%	\$ 16.00	1144	Cryptorchid (dog)	\$ 450.00
3884	Chloramphenicol Oph. Ointment	\$ 8.00	207	CSF Tap	\$ 300.00
2231	Chloramphenicol Tabs 50mg	\$ 16.00	388	Culture & Sens Combo Aerobic & Anaerobic	\$ 196.00
2235	Chloramphenicol Tabs 1 gm	\$ 16.00	462	Culture & Sens.-Aerobic	\$ 88.00
2232	Chloramphenicol Tabs 100mg	\$ 15.00	463	Culture & Sens.-bacterial (Urine)	\$ 88.00
2233	Chloramphenicol Tabs 250mg	\$ 15.00	467	Culture-anaerobic	\$ 116.00
2234	Chloramphenicol Tabs 500mg	\$ 12.00	469	Culture-Blood	\$ 132.00
2591	Chlorhexidern Oile Soln 4oz	\$ 12.00	478	Culture-fecal Sal.Camp.Shig.Ye	\$ 122.00
3344	Chlorhexidine Shampoo 4%	\$ 15.00	470	Culture-fungus swab (ANTECH)	\$ 68.00
2481	Chlorpheniramine Tabs 4mg	\$ 16.00	464	Culture-Ringworm DTM	\$ 105.00
391	Cholesterol	\$ 40.00	468	Culture-Salmonella/Campyl.	\$ 132.00
408	Cholinesterase	\$ 108.00	13	Cushings Disease Training	\$ 45.00
3807	Ciprofloxacin Ophthalmic Drops	\$ 29.00	3317	Cyclosporin oil 2%	\$ 44.00
3791	Cisapride 5mg	\$ 15.00	2558	Cyproheptadine 4mg.	\$ 15.00
2240	Clavamox Drops	\$ 29.00	2568	Cyproheptadine Syrup/ounce	\$ 12.00
2236	Clavamox Tabs 62.5mg	\$ 15.00	1159	Cystotomy - Cat	\$ 600.00
2237	Clavamox Tabs 125mg	\$ 15.00	1160	Cystotomy - Dog	\$ 650.00
2238	Clavamox Tabs 250mg	\$ 15.00	1163	Cystotomy/urethrotomy	\$ 900.00
2239	Clavamox Tabs 375mg	\$ 14.00	531	Cytology (in house)	\$ 38.00
2575	Clinicare Liquid case 12	\$ 55.00	602	Cytology and aspirate	\$ 81.00
2222	Clindamycin 150mg	\$ 15.00	677	Cytology-ear	\$ 35.00
2229	Clindamycin 75mg	\$ 12.00	433	D-Dimer	\$ 90.00
2223	Clindamycin Drops 25mg/per ml	\$ 12.00	122	DA2PCPV Puppy 30 day	\$ 85.00
2579	Clinicare Liquid Can	\$ 8.00	124	DA2PCPV Puppy Final 1 year	\$ 85.00
3577	Clinicare powder	\$ 8.00	120	DA2PCPV Tr. Annual Vaccination	\$ 33.00
2867	Clomicalm 20 mg bottle 30 ct	\$ 50.00	4329	DAP Collar Med-Lg.	\$ 48.00
2868	Clomicalm 5mg bottle 30 ct	\$ 44.00	4328	DAP Collar Small	\$ 42.00
2869	Clomicalm 80mg bottle 30ct	\$ 76.00	3106	Dasuquin for Cats 84cl	\$ 32.00
432	Clostridium enterotoxin	\$ 132.00	3108	Dasuquin LG. Dog 150 cl.	\$ 84.00
4325	Collar 10" and 12"	\$ 8.00	3107	Dasuquin Sen-Med Dog 150cl	\$ 82.00
4326	Collar 15" through 30"	\$ 10.00	1621	Day Patient Care	\$ 45.00
294	Colonic Flush inc. Cytology	\$ 120.00	1807	Deciduous teeth-extract 1	\$ 55.00
977	Conjunctival Flap	\$ 300.00	1808	Deciduous teeth-extract 2	\$ 80.00
235	Convenia Injection 0-10 #	\$ 65.00	1809	Deciduous teeth-extract 3	\$ 105.00
236	Convenia Injection 15.1-30#	\$ 78.00	1810	Deciduous teeth-extract 4	\$ 120.00
237	Convenia Injection 30.1-40#	\$ 88.00	800	Declaw Cat (rear)	\$ 325.00
238	Convenia Injection 40.1-50#	\$ 98.00	911	Declaw Feline (all) with alter	\$ 600.00
239	Convenia Injection 50.1-60#	\$ 108.00	898	Declaw Feline 4	\$ 475.00
240	Convenia Injection 60.1-70#	\$ 120.00	899	Declaw Feline(2)	\$ 325.00
241	Convenia Injection 70.1-80#	\$ 130.00	915	Declaw over 2 years old	\$ 450.00
292	Convenia Injection 80.1-90#	\$ 140.00	901	Declaw/Alter cat	\$ 400.00
293	Convenia Injection 90.1-100#	\$ 150.00	367	Degenerative Myelopathy- U of Missouri	\$ 120.00
626	Coombs test	\$ 108.00	2293	Delela In January	\$ 125.00
668	Cortisol level	\$ 56.00	3510	Denamarin 225mg	\$ 52.00
471	Cortisol/creat ratio (S&I)	\$ 122.00	3511	Denamarin 425mg	\$ 80.00
523	Cortrosyn (per 0.10mg)	\$ 58.00	3509	Denamarin 90mg	\$ 35.00
3103	Cosequin DS#132	\$ 72.00	3512	Denosyl 425mg 30ct	\$ 80.00
3104	Cosequin for Cats	\$ 27.00	3503	Denosyl SD4 225mg	\$ 46.00
3102	Cosequin- small animals	\$ 56.00	3504	Denosyl SD4 90mg	\$ 34.00
545	CPK aerology #014	\$ 43.00	1800	Dental Cleaning	\$ 75.00
277	CPR-cardiopulmonary resusc.	\$ 275.00	1801	Dental Cleaning-	\$ 88.00
3730	CranMale 60 quantity	\$ 30.00	1802	Dental Cleaning---	\$ 105.00
410	Creatinine	\$ 50.00	1803	Dental Cleaning----	\$ 120.00
217	Cremation > 125lbs	\$ 170.00	608	Dental X-ray (>5)	\$ 105.00
212	Cremation 1-24 lbs	\$ 80.00	605	Dental X-ray (1)	\$ 55.00
218	Cremation 100-124	\$ 150.00	606	Dental X-ray (2)	\$ 65.00
213	Cremation 25 to 49 lbs	\$ 85.00	607	Dental X-ray (3-5)	\$ 85.00
214	Cremation 50 to 74 lbs	\$ 95.00	3658	Deramexx 100 mg	\$ 15.00
215	Cremation 75 to 98 pounds	\$ 120.00			
211	Cremation Services, See Below	\$ 0.00			

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PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)	PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)
3659	Deramaxx 25mg	\$ 15.00	201	Ear flush - 2 ears	\$ 255.00
3661	Deramaxx 75mg	\$ 15.00	200	Ear flush - one ear	\$ 275.00
3766	Derm caps	\$ 15.00	481	Ear Mite Swab	\$ 30.00
3757	Derm Caps ES #60	\$ 20.00	1080	Ear Resection (bilateral)	\$ 625.00
3470	DermabenSe shampoo 12oz	\$ 19.00	1081	Ear Resection (unilateral)	\$ 800.00
3496	Dermachlor HC 8 oz.	\$ 25.00	2821	EasOtic 10 MI	\$ 36.00
3574	Dermallay Shampoo 12oz	\$ 16.00	700	ECG Monitoring Service	\$ 75.00
3564	Dermallay Spray 12oz	\$ 20.00	823	Echocardiogram	\$ 380.00
3665	Dermalyte Shampoo 12 oz	\$ 14.00	828	Echocardiogram- Dr Reid	\$ 375.00
3738	Dermoscent Spot-on 4 pipettes Cat	\$ 28.00	3701	Ectokyl 3X Shampoo	\$ 13.00
3735	Dermoscent Spot-on 4 pipettes 0-22 # Dog	\$ 28.00	437	Ehlichia canis filter	\$ 122.00
3736	Dermoscent Spot-on 4 pipettes 22-45# Dog	\$ 30.00	288	EKG-electrocardiogram	\$ 70.00
3737	Dermoscent Spot-on 4 pipettes 45-90# Dog	\$ 32.00	711	Electronic anesthesia monitor+	\$ 52.00
1188	Descent-Ferret	\$ 200.00	2296	Enalapril 10mg	\$ 15.00
902	Dewclaw Removal (puppy)	\$ 150.00	2294	Enalapril 2.5 mg	\$ 15.00
903	Dewclaw(s) & Tail(s)/Puppy	\$ 35.00	2299	Enalapril 20mg	\$ 15.00
2100	Deworming - inject. < 15 lbs	\$ 32.00	2295	Enalapril 5 mg	\$ 15.00
2103	Deworming - inject. > 60 lbs	\$ 48.00	257	Endoscopic Exam/Services	\$ 100.00
2101	Deworming - inject. 15-30 lbs	\$ 35.00	281	Endoscopy & Ultrasound-Mob.vu	\$ 800.00
2102	Deworming - inject. 31-60 lbs	\$ 40.00	280	Endoscopy-specialist/ up or low	\$ 800.00
2105	Deworming - oral	\$ 20.00	283	Endoscopy-upper and lower	\$ 1,400.00
2106	Deworming - oral (pup/kit)	\$ 6.00	218	Enema - deobstipate	\$ 185.00
2107	Deworming-oral/Office Visit	\$ 14.00	219	Enema Administration	\$ 65.00
2606	Dexamethasone ophthalmic drops	\$ 24.00	2503	Enisyl-F 100ml Pump	\$ 33.00
524	Dexamethasone Suppression test	\$ 182.00	2292	Enrofloxacin 88 mg tablets	\$ 15.00
3583	Dexamethasone tabs 0.5mg	\$ 15.00	2290	Enrofloxacin 5	\$ 15.00
3660	Dexamethasone injectable 100ml	\$ 15.00	830	Enterotomy-remove foreign body	\$ 800.00
1906	Diabetic Boarding-daily fee	\$ 6.00	973	Enucleation	\$ 600.00
951	Diaphragmatic hernia repair	\$ 900.00	440	Eosinophil Count	\$ 30.00
2587	Dibenzalene 5mg capsules	\$ 15.00	3695	Erythromycin Ophthalmic Oint.	\$ 38.00
2583	Dibenzyline 2.5mg	\$ 15.00	990	Esophagostomy tube	\$ 175.00
2825	Diclofenac Solution 2.5ml	\$ 21.00	3505	Etiogesic 150mg	\$ 15.00
3304	Dihydrostilbestrol Tabs 1mg	\$ 15.00	3498	Etiogesic 300 mg	\$ 15.00
671	Digoxin Assay	\$ 55.00	3792	Etomidate vial	\$ 39.00
2597	Digoxin tablets	\$ 15.00	4135	Euk Canine Mobility Plus #5	\$ 15.00
2585	Diliazem transdermal/syringe	\$ 7.00	4115	Euk Canine Optimun/Weight Control 15#	\$ 38.00
395	Distemper (IgG,IgM) Antech T558	\$ 113.00	4142	Euk Feline 14# Low Residue intestinal +	\$ 61.00
566	Distemper/Parvo Mer T565	\$ 108.00	4044	Euk Feline Optimum Weight Control 5#	\$ 26.00
2497	DMSO	\$ 15.00	4046	Euk K-9 Optimum Weight Control 30#	\$ 73.00
904	Docking Tail(s) (only)	\$ 30.00	4047	Euk K-9 Optimum Weight Control 5.5#	\$ 15.00
1623	Dogs < 21 lbs Hospitalization	\$ 82.00	4043	Euk Kidney-Renal Plus 15.5#	\$ 45.00
1625	Dogs > 51 lbs Hospitalization	\$ 70.00	4036	Eukanuba 14 oz individual cans	\$ 3.00
1624	Dogs 21-50 lbs Hospitalization	\$ 65.00	4021	Eukanuba FEL 6oz individ cans	\$ 2.00
2901	Domeboro solution	\$ 4.00	4038	Eukanuba FEL Renal Plus 5.5#	\$ 29.00
3570	Douxo Shampoo 6.8 oz	\$ 23.00	4054	Eukanuba FEL Renal Plus cs 12	\$ 24.00
2702	Doxepin 10mg	\$ 15.00	4056	Eukanuba FEL Skin & Coat Plus LB cat 12	\$ 29.00
2703	Doxepin 25mg	\$ 15.00	4053	Eukanuba FELINE Urinary-a + cat 12	\$ 21.00
2704	Doxepin 50 mg	\$ 15.00	4032	Eukanuba FELINE Intestinal + 5.5#	\$ 30.00
2706	Doxepin 75mg	\$ 15.00	4050	Eukanuba FELINE Intestinal + case 12	\$ 24.00
2708	Doxitrobe application	\$ 105.00	4028	Eukanuba FELINE low pH/a ecan	\$ 2.00
3699	DOXYCYCLINE 100 mg	\$ 15.00	4029	Eukanuba FELINE mod pH/O 5.5#	\$ 25.00
3459	Drontal Plus Large > 45#	\$ 29.30	4055	Eukanuba FELINE mod pH/O cs 12	\$ 23.00
3458	Drontal Plus Medium 26-60#	\$ 18.40	4031	Eukanuba FELINE mod pH/O ea cn	\$ 2.00
3457	Drontal Plus Small 2-25#	\$ 15.00	4059	Eukanuba FELINE restr cal 18#	\$ 63.00
3805	Duragesic Pain Medication 100ug	\$ 80.00	4025	Eukanuba FELINE restr cal 4.5#	\$ 20.00
3801	Duragesic pain medication 25ug	\$ 45.00	4062	Eukanuba FELINE restr cal cat 12	\$ 22.00
3802	Duragesic pain medication 50ug	\$ 65.00	4052	Eukanuba FELINE urinary-a + low pH/a 20#	\$ 63.00
3804	Duragesic pain medication 75ug	\$ 75.00	4026	Eukanuba FELINE urinary-a + pH/a 5.5#	\$ 25.00
2997	DuralKyl Dip 4oz	\$ 12.00	4018	Eukanuba Intestinal + 30#	\$ 75.00
2086	Ear Cleaning & Nails	\$ 25.00			
496	Ear cytology slide	\$ 35.00			

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PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)	PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)
4051	Eukanuba Intestinal + case -12	\$ 30.00	1914	Feline boarding with med.	\$ 22.00
4009	Eukanuba Intestinal +15#	\$ 46.00	1922	Feline Boarding- Day Boarding	\$ 15.00
4008	Eukanuba Intestinal +5#	\$ 18.00	3934	Feline c/d can 5.5 oz	\$ 44.00
4034	Eukanuba Intestinal +Puppy 8#	\$ 27.00	3931	Feline c/d dry 17.6#	\$ 64.00
4057	Eukanuba Maximum Calorie Case 12	\$ 27.00	3929	Feline c/d dry 4#	\$ 20.00
4007	Eukanuba resp & max cal form Ind. cans	\$ 3.00	3930	Feline c/d dry 8.5#	\$ 39.00
4005	Eukanuba response FP 15#	\$ 53.00	3989	Feline C/D stew 2.9 Oz 24 cans	\$ 34.00
4019	Eukanuba response FP 30#	\$ 93.00	4015	Feline d/d 3.5#	\$ 27.00
4004	Eukanuba response FP 8#	\$ 23.00	3032	Feline d/d 8.5#	\$ 57.00
4058	Eukanuba response FP case 12	\$ 36.00	3971	Feline d/d cans 5.5oz. 24 case	\$ 62.00
4006	Eukanuba Response KO 15#	\$ 53.00	1916	Feline diabetic boarding	\$ 35.00
4057	Eukanuba response KO 30#	\$ 93.00	3979	Feline DM case 5.5 cans	\$ 48.00
4037	Eukanuba response KO 8#	\$ 23.00	4081	Feline DM Dry 10#	\$ 50.00
4017	Eukanuba rest-cal Rewards 24oz	\$ 7.00	3986	Feline DM dry 6#	\$ 37.00
4053	Eukanuba restricted cal case 12	\$ 34.00	4183	Feline Elimn-odor	\$ 8.00
4002	Eukanuba restricted cal. 14#	\$ 36.00	4160	Feline g/d 4# dry	\$ 24.00
4003	Eukanuba restricted cal. 25#	\$ 66.00	4000	Feline g/d 5.5 ounce case	\$ 46.00
4001	Eukanuba restricted cal. 5#	\$ 15.00	3990	Feline Hills 3oz. Individual can	\$ 2.00
4041	Eukanuba Senior Plus Joint 30#	\$ 84.00	4070	Feline Hypoallergenic Treats	\$ 4.00
4040	Eukanuba Senior Plus/ Joint 15#	\$ 44.00	3997	Feline l/d 8.5 #	\$ 38.00
221	Euthanasia 15 lbs or less	\$ 80.00	3972	Feline l/d can 5.5 oz 24/case	\$ 42.00
222	Euthanasia 15 to 30 lbs	\$ 95.00	3973	Feline l/d dry 4#	\$ 20.00
223	Euthanasia 30 to 60 lbs	\$ 100.00	3982	Feline l/d Stew 2.9 oz 24 cans	\$ 32.00
224	Euthanasia 60 lbs & over	\$ 106.00	4156	Feline l/d stew 3oz case	\$ 32.00
225	Euthanasia Lab animal/bird	\$ 50.00	3974	Feline K/D 2.9 oz 24 cans	\$ 33.00
220	Euthanasia Services, See Below	\$ 0.00	3933	Feline k/d can 5.5 oz 24/case	\$ 45.00
1606	Extension Set	\$ 4.00	4012	Feline k/d dry 4#	\$ 24.00
1805	Extraction(s)	\$ 35.00	3940	Feline k/d dry 8.5#	\$ 43.00
1888	EXTRACTIONS ARE ADDITIONAL	\$ 0.00	4155	Feline k/d stew 3 oz case	\$ 33.00
227	Eye - tear test (Schirmer)	\$ 25.00	3975	Feline l/d can 5.5 oz 24/case	\$ 46.00
228	Eye - tonometry	\$ 35.00	3978	Feline l/d dry 4#	\$ 24.00
228	Eye-corneal staining fluoresce	\$ 25.00	533	Feline Leukemia (Elian)	\$ 57.00
976	Eye-Glennond burn keratotomy	\$ 200.00	534	Feline Leukemia (FA) Test	\$ 101.00
984	Eye-replace gland of nictitans	\$ 400.00	4023	Feline M/D 4# Dry	\$ 24.00
229	Eye-Schirm/corneal fluor.stain	\$ 40.00	3033	Feline M/D 5.5 oz. 24 cans/case	\$ 42.00
974	Eyelid Surgery/major	\$ 500.00	4022	Feline M/D dry 8.5#	\$ 45.00
976	Eyelid Surgery/major x 2	\$ 425.00	4154	Feline Metabolic 4#	\$ 23.00
978	Eyelid Tumor Removal	\$ 400.00	4146	Feline Metabolic 8.5#	\$ 41.00
2761	Eyewash	\$ 8.00	4116	Feline OM Case	\$ 41.00
2216	Famciclovir Tablet 250 mg	\$ 15.00	4083	Feline Purina EN 5.5 oz case 24	\$ 45.00
495	Fanconi Urine Test	\$ 139.00	3996	Feline Purina HA 4#	\$ 27.00
561	FAVN Rabies Antibody Titer KSU w/o ship	\$ 200.00	4072	Feline Purina NF 5.5 cans #24	\$ 45.00
3768	FaVor Feline Vitamin 60ct	\$ 16.00	4073	Feline Purina NF Dry 6#	\$ 30.00
544	Fecal alpha 1 protease inhibitor	\$ 145.00	4136	Feline Purina OM 18#	\$ 59.00
483	Fecal antech laboratory 'T805'	\$ 43.00	3965	Feline Purina OM dry 6#	\$ 25.00
498	Fecal Baerman	\$ 122.00	3960	Feline Purina UR dry 16#	\$ 80.00
497	Fecal Direct	\$ 38.00	3963	Feline Purina UR dry 6#	\$ 29.00
482	Fecal Examination	\$ 38.00	3970	Feline Purina UR ST/Ox case 5.5 cans	\$ 45.00
98	Fecal Float Neg	\$ 0.00	3034	Feline r/d 17.6# Dry	\$ 64.00
496	Fecal Pathogen (Antech caeds SA350)	\$ 212.00	3983	Feline r/d canned 5.6 ounces 24/case	\$ 41.00
487	Fecal-float and giardia elisa (test 406)	\$ 52.00	3958	Feline r/d dry 4#	\$ 20.00
493	Fecal-Occult Blood	\$ 71.00	3942	Feline r/d dry 8.5#	\$ 36.00
4075	Fel IVD Pres. Diet Cans 5.5oz	\$ 2.50	4119	Feline T/D 4#	\$ 20.00
595	Fel Ser II(FIV,FelV,FIP,Toxo)	\$ 79.00	4120	Feline T/D 8.5#	\$ 38.00
3795	Felmaxazole 2.5mg	\$ 12.00	4010	Feline Tiki Cat 12can case	\$ 15.00
3794	Felmaxazole 2.5mg 100ct Bottle	\$ 25.00	4035	Feline Tiki Cat individual can	\$ 1.75
3793	Felmaxazole 5 mg 100ct Bottle	\$ 30.00	4011	Feline wild can 5.5 oz 24/case	\$ 41.00
3795	Felmaxazole 5mg	\$ 15.00	3959	Feline wild dry 17.6 #	\$ 65.00
3991	Feline 5.5 Individual can	\$ 3.00	3947	Feline wild dry 4#	\$ 20.00
4086	Feline EN 8.5#	\$ 32.00	3946	Feline wild dry 8.5#	\$ 37.00
7	Feline Adult Care Program	\$ 151.00	4121	Feline Y/D 4#	\$ 28.00
1907	Feline boarding	\$ 20.00	4141	Feline Y/D 8.5#	\$ 50.00
			4122	Feline Y/D case	\$ 54.00
			3994	Feline z/d 4#	\$ 27.00

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3936	Feline xid case 5.5oz. 24/case	\$ 64.00	2488	Gentle Leader Kit	\$ 35.00
4013	Feline xid dry 8.5#	\$ 66.00	2613	Gentocin (only) Ophl Soln	\$ 14.00
3502	Felway	\$ 36.00	2614	Gentocin Durafilm Ophl Soln	\$ 9.00
3790	Felovite	\$ 7.00	2616	Gentocin Ophl Ointment	\$ 14.00
134	FelV 1year	\$ 65.00	2619	Gentocin Otic 15 ml	\$ 16.00
133	FelV 30day	\$ 65.00	2617	Gentocin Otic and DMSO	\$ 18.00
132	FelV Bi-Annual Vaccination	\$ 35.00	2616	Gentocin Otic Soln 7.5ml	\$ 14.00
905	Femoral Head Osteotomy	\$ 800.00	581	GGT/Creatinine Ratio (code T930)	\$ 00.00
1918	Ferret Boarding	\$ 33.00	603	GI (barium) Series, cat	\$ 360.00
1626	Ferret Hospitalization	\$ 60.00	604	GI (barium) Series, dog	\$ 400.00
592	Fibrinogen and D-dimer	\$ 110.00	484	Giardia Elisa	\$ 63.00
2455	Filaribits 120 mg 100 tablets	\$ 15.00	412	Glucose (sugar)	\$ 40.00
2456	Filaribits 180 mg	\$ 19.00	429	Glucose-serial exum (ANTECH)	\$ 118.00
2454	Filaribits 60 mg	\$ 15.00	430	Glucose-serial in house	\$ 18.00
575	FIP Elisa (7B) proteins	\$ 67.00	2480	Glucotest Purina Feline 1pkg	\$ 9.00
584	FIP Uter	\$ 66.00	2499	Glycoflex 250 tablets	\$ 20.00
535	FIV Test	\$ 48.00	3571	Glycoflex 600 tablets	\$ 35.00
532	FIV-Western Blot Test	\$ 200.00	2678	Goodwinol Ointment 1oz	\$ 15.00
538	FW/FelV Test	\$ 65.00	2024	Groom - therapeutic/major	\$ 40.00
4182	Flea comb	\$ 12.00	2025	Groom - therapeutic/minor	\$ 20.00
624	Flow Cytometry- C8U + ship	\$ 220.00	2023	Groom- shave all hair per hour	\$ 70.00
603	Fluid analysis & cytology	\$ 164.00	2027	Grooming by Professional	\$ 40.00
604	Fluid analysis and collection	\$ 191.00	5	Health Cert./Exam International	\$ 95.00
1604	Fluid Therap Addl Bottles	\$ 21.00	3223	Heartgard 1-25#	\$ 38.00
1608	Fluid therapy - burette	\$ 25.00	3224	Heartgard 25-50#	\$ 47.00
230	Fluid Therapy - SCIM (O.P.)	\$ 28.00	3225	Heartgard 51-100#	\$ 58.00
1603	Fluid Therapy IV First Bottle	\$ 76.00	486	Heartworm Exam (occult)	\$ 43.00
1605	Fluid Therapy-daily care	\$ 54.00	485	Heartworm Microfilaria Knotts Test T390	\$ 57.00
1617	Fluids to start on arrival at the Hosp.	\$ 0.00	97	Heartworm Neg	\$ 0.00
1610	Fluids-irrigation 500 ml bottl	\$ 10.00	492	Heartworm test - feline	\$ 79.00
3668	Forbid	\$ 6.00	231	Heartworm Tx -injection-(not inclu. med)	\$ 80.00
3731	FortiFlora	\$ 35.00	574	Helicobacter test	\$ 79.00
906	Fracture Repair/IM pinning	\$ 900.00	1079	Hematoma-Aural	\$ 325.00
907	Fracture Repair/KE apparatus	\$ 900.00	469	Hemobartonella	\$ 47.00
908	Fracture Repair/Mandibular	\$ 425.00	1021	Hernia (diaphragmatic)	\$ 900.00
472	Free T4	\$ 103.00	1022	Hernia (inguinal)	\$ 800.00
456	Fresh Frozen Plasma 1 unit	\$ 160.00	1023	Hernia (perianal)	\$ 800.00
455	Fresh Frozen Plasma Administration	\$ 80.00	1031	Hernia-Umbilical - Cat	\$ 350.00
2410	Frontline Plus Cats	\$ 51.00	1030	Hernia-Umbilical - Dog	\$ 350.00
2408	Frontline Plus dog 23 to 44 #	\$ 54.00	1029	Hernia-Umbilical w/Aster	\$ 200.00
2414	Frontline Plus dogs 45-88 #	\$ 56.00	1028	Hernia-Umbilical w/Spay	\$ 160.00
2415	Frontline Plus dogs 89-132 #	\$ 56.00	4016	Hills FelinePrescription diet cans 5.5oz.	\$ 2.00
2413	Frontline Plus dogs up to 22#	\$ 53.00	912	Hip Luxation Closed Reduction	\$ 400.00
411	Fructosamine test- diabetics	\$ 88.00	913	Hip Luxation Open Reduction	\$ 600.00
593	FSP	\$ 25.00	619	Hip X-Ray	\$ 95.00
101	Fungal Culture - Negative	\$ 0.00	605	Histopathology (biopsy)	\$ 113.00
676	Fungal Histoplasmosis Ag-Urine	\$ 262.00	608	Histopathology (skin-biopsy)	\$ 175.00
559	Fungal profile serology	\$ 111.00	499	Histopathology Lymphoma Profile VDX	\$ 350.00
129	FVRCP Kitten 30day	\$ 85.00	607	Histopathology- Biopsy extra sections	\$ 62.00
130	FVRCP Kitten Final 1year	\$ 85.00	608	Histopathology-Cornell University/Idexx	\$ 165.00
131	FVRCP Kitten Vacc. #3 of 3	\$ 85.00	2365	Hydrocodone Syrup /oz	\$ 19.00
126	FVRCP Tri-Annual Vaccination	\$ 33.00	2362	Hydroxyurea 500mg Capsules	\$ 15.00
609	FX Repair/Mandibular Symphysis	\$ 400.00	2659	Hydroxyzine 10 mg.	\$ 15.00
704	Gas anesthesia > 60 lbs	\$ 125.00	2575	Hydroxyzine 100mg	\$ 15.00
702	Gas anesthesia < 25 lbs	\$ 110.00	2580	Hydroxyzine 25 mg.	\$ 15.00
703	Gas anesthesia 26-60 lbs	\$ 115.00	2561	Hydroxyzine 50 mg.	\$ 15.00
701	Gas anesthesia-Xrays	\$ 100.00	910	Hygroma Correction/Elbow	\$ 400.00
705	Gas Anesthesia/adul hour	\$ 80.00	3555	HyLyt Spray 8 oz	\$ 15.00
831	Gastric Lavage	\$ 325.00	448	Hyperthyroid check (1135)	\$ 92.00
832	Gastric Torsion Complex	\$ 1,200.00	2361	Hyperimmune serum	\$ 150.00
833	Gastrotomy	\$ 800.00	452	I-Stat ECG blood chemistry	\$ 72.00
834	Gastrotomy Tube	\$ 380.00	1612	I.V. Adapter cap	\$ 4.00
2494	Genesis Spray	\$ 31.00			
4524	Gentamicin Inj Syringe < 1ml	\$ 8.00			

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PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)	PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)
3597	Iodoxuridine ophthalmic sol.	\$ 32.00	4112	IVD Canine Hypo PD case	\$ 62.00
3598	Iodoxuridine Ophthalmic Oint.	\$ 40.00	4082	IVD Canine Hypo PR 17.6#	\$ 75.00
457	Immunophenotypic Staining VDX Diagnostic	\$ 240.00	4084	IVD Canine Hypo PR 7.7#	\$ 38.00
3308	Incurin 1mg/tablet 30 qty	\$ 24.00	4039	IVD Canine Hypo PV 25#	\$ 99.00
708	Injectable anesthesia - Cats	\$ 80.00	4134	IVD Canine Mod. Cat PW 7.7#	\$ 40.00
707	Injectable anesthesia - Dogs	\$ 90.00	3978	IVD Canine Prescription can	\$ 4.00
247	Injection #1	\$ 32.00	4080	IVD Canine Renal A 17.6# Dry	\$ 60.00
248	Injection #2	\$ 45.00	4030	IVD Canine Renal A 6# Dry	\$ 26.00
249	Injection #3	\$ 55.00	4087	IVD Canine Renal E Case	\$ 69.00
246	Injection - Anzemet	\$ 35.00	3945	IVD Canine Renal MP 24can/case	\$ 68.00
245	Injection - CRI Pain Medication	\$ 48.00	4118	IVD Canine S/O MODERATE cat 17.6#	\$ 59.00
285	Injection Anaks 250mg/ml +inj	\$ 8.00	4131	IVD Canine S/O MODERATE CAL 7.7#	\$ 34.00
285	Injection- Baytril/ml + inj	\$ 3.00	4129	IVD Canine S/O MODERATE case	\$ 77.00
244	Injection- hospital treatment	\$ 12.00	4132	IVD Canine S/O REGULAR 17.6#	\$ 65.00
263	Injection- pain medication	\$ 24.00	4128	IVD Canine Sallity Support 17.6#	\$ 54.00
258	Injection-Adequan/ ml + inj fee	\$ 20.00	4086	IVD Canine Sallity Support 28.4#	\$ 72.00
287	Injection-Amik 50mg/ml +inj fee	\$ 1.25	4127	IVD Canine Sallity Support 7.7#	\$ 27.00
264	Injection-Avid FriendChip	\$ 48.00	4181	IVD Canine Sallity Support case	\$ 70.00
204	Injection-Cefatloxin bottle	\$ 14.00	4126	IVD Canine UC Low Purine 18#	\$ 61.00
252	Injection-Chloramphen/bottle	\$ 18.00	4160	IVD Canine Ultrino 19.8#	\$ 98.00
2752	Injection-Doxycycline 100 mg vial	\$ 14.00	4144	IVD canine Urinary S/O REGULAR case	\$ 74.00
253	Injection-Epogen	\$ 48.00	4137	IVD Canine Weight Control case 24	\$ 57.00
279	Injection-Hetastarch	\$ 70.00	4094	IVd Feline 2.5oz / 3oz. can	\$ 2.00
278	Injection-hypertonic saline	\$ 40.00	4078	IVD Feline PD case	\$ 67.00
288	Injection-Metronidazole/ml +inj	\$ 12.00	4124	IVD Feline GI HE case	\$ 46.00
266	Injection-Pepsid/ml + inj. fee	\$ 5.00	4125	IVD Feline GI Fiber Response 8.8#	\$ 42.00
294	Injection-Renadymil	\$ 32.00	4123	IVD Feline GI HE 8.8#	\$ 46.00
264	Injection-Shock treatment	\$ 38.00	4105	IVD Feline HP 7.7#	\$ 54.00
255	Injection-Simbadol	\$ 45.00	4066	IVD Feline Hypo Adult PV case	\$ 67.00
242	Injection-Soludelta coraf 100	\$ 32.00	4090	IVD Feline Hypo PR 8.8#	\$ 62.00
243	Injection-Soludelta coraf 500	\$ 45.00	4065	IVD Feline Hypo PV 8.8#	\$ 62.00
261	Injection-Solumedrol bottle	\$ 48.00	4078	IVD Feline Hypo PD 8.8#	\$ 62.00
287	Insulin-CRI	\$ 48.00	4088	IVd Feline Hypo PR case	\$ 67.00
637	Insulin/Glucose ratio	\$ 148.00	4117	IVD Feline MODERATE CAL S/O 3oz.	\$ 37.00
1830	Intensive care	\$ 160.00	4133	IVD Feline MODERATE CAL S/O 6.6#	\$ 37.00
635	Intestinal Anastomosis	\$ 850.00	4071	IVD Feline Prescription can 6oz	\$ 3.00
636	Intussusception	\$ 850.00	4997	IVD Feline Renal A 3 #	\$ 19.00
443	Iron Profile	\$ 80.00	4020	IVD Feline Renal A 8.6# Dry	\$ 34.00
1615	IV catheter placement	\$ 85.00	4024	IVD Feline Renal D 3.oz./24	\$ 36.00
1615	IV catheter placement	\$ 126.00	4027	IVD Feline Renal LP case 24 6oz. cans	\$ 51.00
4153	IVD Canine Ultrino 8.8#	\$ 47.00	4157	IVD Feline S/O 17.6 #	\$ 65.00
4146	IVD Canine HP Small Breed 8.8#	\$ 42.00	4143	IVD Feline S/O 3.3#	\$ 20.00
4104	IVD Canine Adult PD 17.6#	\$ 75.00	4089	IVD Feline S/O 5.8oz case 24	\$ 45.00
4130	IVD Canine Early Cardiac 17.6#	\$ 82.00	4152	IVD Feline Senior Consult 24/5.8oz case	\$ 44.00
4048	IVD Canine Gastro Low Fat LF 28.5#	\$ 78.00	4151	IVD Feline Senior Consult 7.7#	\$ 40.00
4069	IVD Canine Gastro Low Fat LF 8.6#	\$ 27.00	4159	IVd Glycobalance 17.6#	\$ 51.00
4083	IVD Canine GI Low Fat LF 17.6#	\$ 68.00	4077	IVD Treats	\$ 9.00
4091	IVD Canine GI Low Fat LF 24can/case	\$ 87.00	4139	IVD Weight Control 17.6#	\$ 49.00
4147	IVD Canine Glycobalance 7.7#	\$ 27.00	4138	IVD Weight Control 7.7#	\$ 31.00
4148	IVD Canine Glycobalance case	\$ 67.00	3803	Ivermectin 50ml	\$ 50.00
4114	IVD Canine Hepatic 26.4#	\$ 59.00	615	I/P XRay Urinary Tract, dog	\$ 615.00
4113	IVD Canine Hepatic 7.7#	\$ 35.00	614	I/P XRay-Urinary Tract, cat	\$ 615.00
4149	IVD Canine HP Case	\$ 92.00	1607	Jugular Catheter	\$ 45.00
4107	IVD Canine HP Mod. Cal 24.2#	\$ 98.00	3586	Kela Chlor Shampoo	\$ 20.00
4106	IVD Canine HP Mod. Cal 7.7#	\$ 37.00	3021	Knockout premix spray	\$ 12.00
4100	IVD Canine Hypo HP 17.6#	\$ 72.00	980	Laceration (corneal)	\$ 400.00
4101	IVD Canine Hypo HP 7.7#	\$ 35.00	1027	Laceration (intermediate)	\$ 300.00
3968	IVD Canine Hypo PD 25#	\$ 99.00	981	Laceration (lid)	\$ 350.00
3943	IVD Canine Hypo PD 7.7#	\$ 38.00	1025	Laceration (major)	\$ 400.00
4093	IVD Canine Hypo PR case	\$ 87.00	1026	Laceration (minor)	\$ 260.00
4061	IVD Canine Hypo PV 17.6#	\$ 75.00	2581	Lactulose syrup - 14 ounces	\$ 15.00
4085	IVD Canine Hypo PV 7.7#	\$ 35.00			
4064	IVD Canine Hypo PV case	\$ 87.00			

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PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)	PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)
2584	Lactulose syrup-bottle	\$ 18.00	2268	Metronidazole 62.5 mg tablet	\$ 15.00
818	Laparotomy	\$ 800.00	2262	Metronidazole Suspension 50mg/ml per oz.	\$ 15.00
2364	Lasix 40mg	\$ 15.00	2983	MiconalHex + Triz Shampoo 8 oz.	\$ 25.00
2365	Lasix 20mg	\$ 15.00	3580	Miconazole and Synotic Suspension	\$ 40.00
2359	Lasix Tabs 12.5mg	\$ 15.00	3137	Miconazole Lotion	\$ 16.00
2360	Lasix Tabs 50mg	\$ 15.00	1130	Microchip Ident Implant.	\$ 68.00
3122	Laxalone 2.5oz	\$ 9.00	232	Microfilaria Treatment	\$ 0.00
431	Lead level-blood	\$ 143.00	422	Miniscreen Chem Panel w/o CBC	\$ 80.00
398	Lapto Blood T974	\$ 95.00	3700	MINOCYCLINE Capsules 100 mg	\$ 15.00
399	Lapto PCR Blood & Urine T976	\$ 140.00	2368	Mirtazapine 15mg	\$ 15.00
397	Lapto PCR Urine T976	\$ 95.00	2363	Mirtazapine 7.5mg	\$ 15.00
113	Leptospirosis Annual	\$ 35.00	2513	Mirtazapine 7.5mg/ml 5ML	\$ 18.00
114	Leptospirosis Vacc. #1 of 2	\$ 35.00	95	Miscellaneous Test/Treatments	\$ 0.00
115	Leptospirosis Vacc. #2 of 2	\$ 35.00	2750	Mitaban dip bottle	\$ 42.00
389	Leptospirosis Elia Idexx #3568	\$ 40.00	2051	Mitaban Dip only + mitaban bottle	\$ 70.00
539	Leptospirosis Titer-Cornell	\$ 110.00	2582	Mitox Liquid 12ml	\$ 8.00
1087	Lip Fold Correction	\$ 400.00	2820	Mometamax/Maxidex 15g	\$ 34.00
414	Lipase (pancreas)	\$ 47.00	2604	Morphine CR/day	\$ 23.00
2580	Liquiflor Ointment 10ml	\$ 10.00	2803	Mupirocin Oint. 2% 22g	\$ 20.00
837	Liver Biopsy	\$ 400.00	4188	Muzzle - extra large	\$ 13.00
710	Local Anesthesia	\$ 55.00	4186	Muzzle - small, medium, large	\$ 12.00
2869	Loperamide 2mg	\$ 8.00	3576	Mycodex Pearlescent	\$ 9.00
582	Lyme & RMSF titer-Antech381	\$ 101.00	3581	Mycodex with Ataxtrin	\$ 9.00
116	Lyme Annual Vaccination	\$ 38.00	158	Nail Clip Large Bird	\$ 22.00
475	Lyme CG 4DX. combo Idexx #2889	\$ 70.00	4181	Nail Scissors - Whites	\$ 15.00
546	Lyme IgG	\$ 85.00	1059	Nasal Flush feline	\$ 90.00
547	Lyme IgGpM	\$ 80.00	1088	Nasal Fold Excision	\$ 226.00
3668	Lyme plus dip 18oz	\$ 22.00	84	Nasal oxygen catheter	\$ 85.00
162	Lyme Series #1 w/ other vac.	\$ 38.00	982	Nasolacrimal Flush/cath	\$ 60.00
163	Lyme Series #2 w/ other vac.	\$ 38.00	1053	Nasopharyngeal Polyp Removal	\$ 300.00
117	Lyme Vacc. Series #1	\$ 80.00	50	Nassau County Rabies Vaccine 1	\$ 15.00
118	Lyme Vacc. Series #2	\$ 80.00	51	Nassau County Rabies Vaccine 2	\$ 15.00
161	Lyme Vaccination w/ other vac.	\$ 38.00	20	Nebulization-daily	\$ 48.00
554	Lyme Western Blot test	\$ 223.00	509	Necropsy Service < 30 pounds	\$ 350.00
2288	Lysodren	\$ 15.00	510	Necropsy Service 30-60 lbs	\$ 350.00
3342	MAI-A-Ket Shampoo 8 fl oz.	\$ 17.00	511	Necropsy Service 60 lbs +	\$ 350.00
2582	Malacetic Otc 8 fl oz.	\$ 21.00	4559	Needle 20ga x 1"	\$ 0.25
2600	Malaket Wipes 50ct	\$ 19.00	4558	Needles 18g x 1"	\$ 0.30
2599	Malaseb Pledgets 60 ct	\$ 18.00	4557	Needles box 18g x 1" -100	\$ 18.00
3585	Malaseb Shampoo	\$ 17.00	2824	Neo-Calglucan syrup	\$ 5.00
1089	Mass Removal-external (major)	\$ 600.00	2607	Neo-poly Gramicidin Drops 10ml	\$ 40.00
1090	Mass Removal-external (minor)	\$ 200.00	2604	Neo-Poly-Dex drops	\$ 21.00
1128	Mass Removal-internal (major)	\$ 800.00	2605	Neo-Poly-Dex Oint Dexasporin	\$ 24.00
1129	Mass Removal-internal (minor)	\$ 700.00	1168	Nephrectomy	\$ 900.00
520	Mass Cell Marker and Biopsy (AMC)	\$ 495.00	1169	Nephrotomy	\$ 800.00
519	Mass Cell Markers (AMC)	\$ 400.00	2417	Nex Gard 10.1 - 24# 3 month	\$ 62.00
1165	Mastectomy (Cat)	\$ 500.00	2418	Nex Gard 24.1-60 # 3 month	\$ 63.00
1166	Mastectomy (Dog)	\$ 650.00	2419	Nex Gard 60.1 - 121 # 3 month	\$ 64.00
564	Masticatory myositis test 1207	\$ 228.00	2416	Nex-gard 4-10 # 3 Month	\$ 62.00
3001	MCT Oil	\$ 138.00	983	Nictitans Eye Flap	\$ 110.00
2583	Mecizine 25 mg.	\$ 15.00	2586	Nolvadent 1oz.	\$ 15.00
2	Medical Progress Check	\$ 50.00	3589	Nolvasan Shampoo 8 ounces	\$ 27.00
3898	Medication	\$ 0.00	3777	Nolvasan Soln 4oz.	\$ 12.00
1905	Medication Fee (1)	\$ 1.00	2489	NoSorb	\$ 4.00
3897	Medicine Administration 2x per day	\$ 22.00	3788	NutriVed	\$ 8.00
3665	Medrol 4 mg	\$ 5.50	5001	NYS Reimburse spray/haut adjust	\$ 0.00
3131	Mephyton Tablets	\$ 9.00	233	Obstetrical Assistance	\$ 350.00
3405	Meropenam 500mg/vial	\$ 31.00	6	Office visit-courtesy	\$ 0.00
2602	Metacam	\$ 32.00	3494	Ofloxacin Ophthalmic Drops	\$ 15.00
3762	Methimazole 5mg Tablets	\$ 15.00	3770	Omega Tri-V Caps Large 60ct	\$ 17.60
3778	Methimazole transdermal/syring	\$ 5.00	3764	Omega Tri-V Caps Medium 60ct	\$ 12.90
2808	Metoclopramide 10 mg	\$ 15.00	3763	Omega Tri-V Caps Small 60ct	\$ 12.00
2254	Metronidazole 250mg	\$ 15.00	3782	Omega Tri-V Liquid Box.	\$ 20.00
2265	Metronidazole 500mg	\$ 15.00			

DEF. PRICE includes Pkg Fee, Min Price, and Round Off
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PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)	PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)
2511	Onitor 6mg packet/3 tablets	\$ 15.00	2481	Phenobarbital Tabs 1/4gr	\$ 19.00
4099	open	\$ 0.00	2482	Phenobarbital Tabs 1/2gr	\$ 19.00
1123	Operating Room Fee	\$ 300.00	2484	Phenylbutazone Tabs 100mg	\$ 6.00
3472	Optichamber and mask	\$ 85.00	416	Phosphorus	\$ 43.00
3316	Optimmune	\$ 48.00	3787	phlydron papers - roll	\$ 13.00
3417	Optixcare	\$ 16.00	1	Physical examination	\$ 66.00
2600	Oral Cleansing Gel	\$ 15.00	3346	PhytoVel P Anti-itch Spray	\$ 19.00
1804	Oral pro-severe tartar	\$ 135.00	4555	Pill Gun	\$ 6.00
1806	Oral Surgery (dental related)	\$ 60.00	4553	Pill Pocket Canine Small	\$ 8.00
2297	Orbax 227	\$ 15.00	4554	Pill Pocket Feline	\$ 8.00
2296	Orbax 88mg	\$ 15.00	4556	Pill Pocket Canine Large	\$ 10.00
262	Osumia Treatment 1 Tube	\$ 25.00	444	Platelet Count	\$ 36.00
2593	Oticlone 4oz	\$ 20.00	515	PLI - Canine (Idexx) (test 1849)	\$ 70.00
2818	Olomax	\$ 18.00	460	PLI test Idexx Feline test 2493	\$ 72.00
1170	Ovariohysterectomy, See Below	\$ 0.00	610	PLI - Canine/Feline snap test	\$ 66.00
3573	Oxydex HP Shampoo 8oz	\$ 10.00	271	Pluck Ears/Nails	\$ 20.00
712	Oxygen - First Hour	\$ 60.00	287	Poison Ingestion treatment	\$ 165.00
713	Oxygen additional hours	\$ 15.00	417	Potassium	\$ 40.00
2482	Oxyglobin 125 ml	\$ 210.00	2485	Potassium Bromide 10oz.	\$ 40.00
3732	Palladia 10mg / 30 ct	\$ 115.00	2486	Potassium Bromide 250mg / 60 tablets	\$ 24.00
3733	Palladia 15mg/ 30 ct	\$ 184.00	598	Potassium Bromide Level	\$ 143.00
3734	Palladia 50 mg/ 30 ct	\$ 600.00	3601	Potassium Gluconate Gel 6 oz	\$ 16.00
3460	Panacur 10 pound packet (3 per pack)	\$ 15.00	3562	Potassium Gluconate Powder (Rena Plus)	\$ 26.00
3461	Panacur 20 pounds	\$ 15.00	3567	Potassium Gluconate Tablet	\$ 15.00
3463	Panacur 40 pound packet (3 per packet)	\$ 18.00	2304	Pramoderm HC Spray	\$ 27.00
3464	Panacur liquid ounce	\$ 16.00	2709	Prazosin 0.5mg capsule	\$ 15.00
2662	Panalog Ointment 30 ml	\$ 24.00	388	Pre-op Chempenal Antech-SAB40	\$ 43.00
3134	Pancrasezyme 12 oz	\$ 175.00	445	Pregnasthetic Blood Screen in house	\$ 37.00
3133	Pancrasezyme Powder 8oz	\$ 125.00	3668	Prednisolone 3MG/ml LIQUID per oz	\$ 15.00
3500	Pannycin Aquadrops	\$ 16.00	2870	Prednisolone Acetate Drops	\$ 24.00
2601	Panalog Ointment 15ml	\$ 14.00	3662	PREDNISOLONE Tabs 5mg	\$ 15.00
538	Parathionomel/Calcium (Michigan)	\$ 110.00	3663	Prednisone Tabs 5mg	\$ 15.00
1068	Partial Laryngectomy	\$ 350.00	3664	Prednisone Tabs 20mg	\$ 15.00
541	Parvovirus Antigen	\$ 101.00	3667	Previcox 227mg	\$ 15.00
629	PCR Flea/Tick Borne Assay - Feline	\$ 180.00	3666	Previcox 67mg	\$ 15.00
390	PCR Bartonella T1316	\$ 174.00	2287	Prinor 120	\$ 15.00
628	PCR Flea/Tick Borne Assay - Canine	\$ 180.00	2282	Prinor 1200	\$ 15.00
618	PCR for FIP Antech T600	\$ 185.00	2280	Prinor 240	\$ 15.00
459	PCR GI Profile - Canine	\$ 198.00	2281	Prinor 800	\$ 15.00
451	PCR GI Profile - Feline	\$ 170.00	434	Pro BNP Test	\$ 122.00
649	PCR Hemoplasma Panel Feline T985	\$ 101.00	2672	Procrit	\$ 90.00
633	PCR Upper Respiratory Disease T-2612	\$ 160.00	302	Progesterone Test	\$ 56.00
441	PCV (hamster)	\$ 23.00	301	Progesterone Test-	\$ 65.00
442	PCV Serial	\$ 16.00	3450	Proheart > 150#	\$ 110.00
3584	Pearl Shampoo 12 oz	\$ 10.00	3230	Proheart 1-10#	\$ 34.00
916	Pectineus Myotendonectomy	\$ 250.00	3231	Proheart 10.1-20#	\$ 38.00
250	Pedicure - courtesy	\$ 0.00	3315	Proheart 100.1-150#	\$ 95.00
251	Pedicure - nail trim	\$ 15.00	3232	Proheart 20.1-30#	\$ 42.00
843	PEG tube placement	\$ 350.00	3233	Proheart 30.1-40#	\$ 46.00
2701	Pelilot	\$ 12.00	3234	proheart 40.1-50 #	\$ 50.00
2700	Percortin-V and syringes	\$ 220.00	3235	Proheart 50.1-60#	\$ 54.00
1166	Perianal adenoma	\$ 550.00	3258	Proheart 60.1-70#	\$ 58.00
1157	Perianal Adenoma/Castration	\$ 700.00	3259	Proheart 70.1-80#	\$ 62.00
3776	Pet Cat 60 Tablets	\$ 17.00	3260	Proheart 80.1-90#	\$ 61.00
4179	Pet Carrier	\$ 6.00	3261	Proheart 90.1-100#	\$ 70.00
3785	Pet-Cat 180 Tablets	\$ 45.00	3503	Proin 75mg	\$ 15.00
3784	Pet-labs #60	\$ 17.00	3604	Proin/Urillex 25mg	\$ 15.00
3789	Pet-labs Plus 60ct	\$ 21.00	3605	Proin/Urillex 50mg	\$ 15.00
3138	Pot-Tink	\$ 20.00	715	Propofol anesthetic	\$ 22.00
638	Pharyngostomy Tube Placement	\$ 120.00	473	Protein C test-Cornel U	\$ 115.00
2490	Phenobarbital 60 mg	\$ 15.00	542	Protein Electrophoresis	\$ 148.00
572	Phenobarbital level	\$ 94.00	449	Protein/Creatinine ratio (363)	\$ 95.00
			3501	Prazino	\$ 125.00

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 * = Price of item when used as bundle

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PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)	PRODUCT ID	PRODUCT DESCRIPTION	DEF. PRICE (Qty = 1)
2806	Psittacosis serum liter	\$ 36.00	4	Shelter examination	\$ 0.00
588	PT	\$ 42.00	2500	Simplicef 100mg	\$ 15.00
593	PT, PTT (SCA2000)	\$ 88.00	2789	Simplicef 200 mg	\$ 15.00
594	PT, PTT, Plate., Fibrin, D-Dimer	\$ 166.00	488	Skin Scraping	\$ 35.00
590	PT/PTT	\$ 89.00	2242	Stentrol 20ml	\$ 55.00
425	PTH	\$ 139.00	2248	Stentrol 50ml	\$ 109.00
435	PTH- RP	\$ 191.00	420	SMA Profile (major)	\$ 103.00
589	PTT	\$ 40.00	1916	Small Animal boarding	\$ 14.00
840	Pyeloplasty	\$ 400.00	426	Sodium and Potassium	\$ 63.00
2594	Pyoben Gel 1oz	\$ 14.00	4330	Sodium Chloride 0.9 percent 1000ml bag	\$ 10.00
1174	Pyometra, canine	\$ 850.00	4188	Soft Paws Application	\$ 45.00
1176	Pyometra, feline	\$ 700.00	4187	Soft Paws Nail caps kit	\$ 14.00
274	Rabbit Teeth Clip/Nails	\$ 40.00	622	Sonogram screen	\$ 110.00
141	Rabies Vac., Canine 1yr	\$ 88.00	1184	Spay cat + Dect 4 inc pain med	\$ 675.00
142	Rabies Vac., Canine 2yr	\$ 33.00	1185	Spay cat/declaw(2)inc pain med	\$ 550.00
143	Rabies Vac., Feline 1yr	\$ 38.00	1177	Spay dog 15-30 # inc. pain med	\$ 305.00
144	Rabies Vac., Feline Kitten	\$ 90.00	1178	Spay dog 30-50 # inc. pain med	\$ 325.00
608	Radiology Consultation Specialist	\$ 105.00	1179	Spay dog 51-80# inc. pain med	\$ 340.00
802	Recheck X-ray	\$ 85.00	1180	Spay dog 80 lbs+ inc. pain med	\$ 460.00
3516	Reconcile 1 mg 30 tablets	\$ 46.00	1176	Spay dog <15 lbs inc. pain med	\$ 285.00
841	Rectal Prolapse	\$ 325.00	1181	Spay feline including pain med	\$ 285.00
2054	Remove mats (routine)	\$ 10.00	1183	Spay feline preg./inc pain med	\$ 675.00
2055	Remove mats (severe)	\$ 25.00	1182	Spay feline/heat inc.pain med	\$ 380.00
91	Reporting Fee	\$ 4.00	1195	Spay ferret	\$ 120.00
4180	Resco nail trimmer	\$ 12.00	1196	Spay mature dog-surgical fee	\$ 450.00
3497	Resicort Conditioner	\$ 30.00	1186	Spay Rabbit	\$ 400.00
448	Reticulocyte Count	\$ 47.00	286	Special Serv.-late treatment	\$ 7.00
RET	Return/Credit	\$ 0.00	864	Splenectomy	\$ 800.00
5014	Returned Check Services	\$ 30.00	3410	Staph Lysate Inj	\$ 118.00
3243	Revolution Cats 5.1-15# 6pack	\$ 105.00	1054	Stenotic Nares Repair	\$ 360.00
3252	Revolution Cats 5.1-15# 3pack	\$ 59.00	567	Stone analysis	\$ 85.00
3254	Revolution dog 10.1-20# 3pack	\$ 60.00	1609	Subcutaneous Fluids	\$ 35.00
3245	Revolution dog 10.1-20# 6pack	\$ 105.00	2493	Sucrafate tablets	\$ 15.00
3255	Revolution dog 20.1-40# 3pack	\$ 60.00	2356	Sulfasalazine	\$ 9.00
3246	Revolution dog 20.1-40# 6pack	\$ 105.00	3575	Sulfoxidex 8 ounces	\$ 14.00
3258	Revolution dog 40.1-85# 3pack	\$ 83.00	3582	SulOxyDex Shampoo 12fl oz.	\$ 18.00
3247	Revolution dog 40.1-85# 6pack	\$ 110.00	3776	Supplicaf 5.0oz	\$ 7.00
3253	Revolution dog 5.1-10# 3pack	\$ 59.00	865	Surgery Dr. Sevalta/ Intrauso	\$ 800.00
3244	Revolution dog 5.1-10# 6pack	\$ 103.00	1811	Surgical tooth extract-major	\$ 300.00
3257	Revolution dog 85.1-130# 3pack	\$ 80.00	1812	Surgical tooth extract-inter	\$ 110.00
3242	Revolution pup/kitt <5# 3pack	\$ 53.00	1813	Surgical tooth extract-simple	\$ 80.00
543	Rheumatoid Factor	\$ 69.00	2822	Surotan 16ml	\$ 31.00
3657	Rimadyl 100mg	\$ 15.00	2510	Suspension, Chicken Flavored 1oz	\$ 7.00
3652	Rimadyl 100mg 180ct.	\$ 280.00	3414	Synotic (10ml) with Baytril 10(ml)	\$ 84.00
3655	Rimadyl 25mg	\$ 18.00	3411	Synotic 8 ml	\$ 25.00
3656	Rimadyl 75mg	\$ 15.00	3412	Synotic w/ 7ml enrofloxacin 100mg/ml	\$ 42.00
4327	Ringers Lactated 1000ml (bag)	\$ 10.00	4520	Syringe 6-12cc	\$ 1.00
555	Rocky Mountain Spotted Fever	\$ 57.00	2496	Syringe filled with medication	\$ 8.00
842	Salivary Mucocele	\$ 650.00	4519	Syringe tuberculin	\$ 0.50
2976	Scaliber Dog Tick collar	\$ 40.00	4517	Syringe-insulin U40 Box	\$ 24.00
01	SCHEDULE RECHECK APPT.	\$ 0.00	4521	Syringes 35-80cc	\$ 2.00
1153	Scrotal Abiation	\$ 425.00	4522	Syringes 3cc 23g or 20g	\$ 0.75
632	SDMA - Idexx	\$ 40.00	1611	T- connector	\$ 5.00
3579	Sebalyt Shampoo 8oz	\$ 12.50	552	T3	\$ 63.00
2974	Seclol Two-Way flea foam	\$ 14.00	551	T4	\$ 55.00
2875	Seclol Two-Way Pet Spry 15oz	\$ 13.00	550	T4-Post post medication (4-6 hours)	\$ 56.00
304	Semen Analysis (major)	\$ 90.00	T496		
303	Semen Analysis (minor)	\$ 45.00	2590	T8 Keto Flush	\$ 13.00
306	Semen Collection/Al	\$ 160.00	3130	Tagamet 300mg	\$ 1.30
3237	Sentinel 11 to 25#	\$ 50.00	3129	Tagamet Tabs 200mg	\$ 1.20
3267	Sentinel 11-25# single dose	\$ 9.00	260	Tear duct flush	\$ 65.00
3236	Sentinel 2 to 10#	\$ 48.80	93	Technician Overnight Sat. 5 pm on	\$ 275.00
3238	Sentinel 26 to 60#	\$ 59.00	94	Technician Overnight Service	\$ 200.00
3239	Sentinel 51 to 100#	\$ 68.00			

DEF. PRICE includes Pkg Fee, Min Price, and Round Off
 * = Price of item when used as bundle



E-157-17

Contract ID: CQIT15000026**Department: Information Technology****Capital:**

SERVICE: Programmer/Systems Analysis

NIFS ID #: CLIT17000004 NIFS Entry Date: 03-MAY-17

Term: from 20-SEP-17 to 19-SEP-19

Amendment
Time Extension: X
Addl. Funds: X
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: VenTek Inc.	Vendor ID#: 412200315-01
Address: 143 Stratfort N. Roslyn Heights, NY 11577	Contact Person: Loan Phan
	Phone: 516-625-0360

Department:
Contact Name: Ed Eisenstein ***Final Complete contract to Vandana Manucha***
Address: 240 Old Country Road Mineola, NY 11501
Phone: 516-571-7708

Routing Slip

Department	NIFS Entry: X	03-MAY-17 -- VMANUCHA
Department	NIFS Approval: X	17-MAY-17 -- NSTANTON
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	30-MAY-17 -- RDALLEVA
OMB	NIFS Approval: X	26-MAY-17 -- MSEIDLER
County Atty.	Insurance Verification: X	17-MAY-17 -- DMCDERMOTT
County Atty.	Approval to Form: X	17-MAY-17 -- DMCDERMOTT
Dep. CE	Approval: X	23-JUN-17 -- CRIBANDO
Leg. Affairs	Approval/Review: X	30-MAY-17 -- MREYNOLDS

2017 JUN 23 PM 12:35
 NASSAU COUNTY
 OFFICE OF THE CLERK
 COUNTY CLERK'S OFFICE

Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: Onsite Personnel Service of Programmer/System Analysis is required for the large scale computer systems by the department of Health, Social Services, and Human Services, to smoothly operate local production system environment synchronous with NYS's WMS operation. To Analyze, develop and maintain computer programs and systems. This is to exercise first two year renewal options as per original agreement and to fund for maintenance for the renewal years.
Method of Procurement: Streamlined RFP
Procurement History: The contract was entered into after a written request for proposals a streamlined RFP on August 4 th , 2015. Only 2 proposals were received and evaluated. The evaluation committee consisted of: Susan Salerno, Tawanna Turner and Xuyen Ly. The proposals were scored and ranked. Scoring sheets are attached. As a result of the scoring and ranking, VenTek was selected.
Description of General Provisions: Vendor will provide Nassau County programmer/system Analyst services that will meet the Departmental priorities <ol style="list-style-type: none"> 1. Maintain a smoothly operating local production system environment synchronous with NYS's WMS operation 2. Analyze the need for and develop internal computer support systems as required. 3. Effect the migration of applications to work on both the PC and smart Devices 4. Program and maintain computer programs and systems 5. Monitor system operation with a view toward balanced system resources 6. Develop the computer Programming and operating abilities of IIT Personnel
Impact on Funding / Price Analysis: \$400,000.00 for these two renewal years, but only \$200,000.00 is being encumbered at this time for 2017-2018.
Change in Contract from Prior Procurement: n/a
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	ITGEN1950					
Control:		Revenue		02	ITGEN1950/DE500	\$ 0.01
Resp:		Contract:		03	ITGEN1950/DE500	\$ 200,000.00
Object:	DE500	County	\$ 200,000.01			\$ 0.00
Transaction:		Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 0.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 200,000.01		TOTAL	\$ 200,000.01

RENEWAL	
% Increase	
% Decrease	



Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: VenTek Inc.

2. Dollar amount requiring NIFA approval: \$400000.01

Amount to be encumbered: \$200000.01

This is a Amendment

If new contract - \$ amount should be full amount of contract

If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 9/20/2017-9/19/2019

Has work or services on this contract commenced? Y _____

If yes, please explain: Ongoing services of Programmer/System Analysis for DSS

4. Funding Source:

X General Fund (GEN)

Grant Fund (GRT)

Capital Improvement Fund (CAP)

Other

Federal % 0

State % 0

County % 100

Is the cash available for the full amount of the contract?

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Onsite Personnel Service of Programmer/System Analysis is required for the large scale computer systems by the department of Health, Social Services, and Human Services, to smoothly operate local production system environment synchronous with NYS/s WMS operation. To Analyze, develop and maintain computer programs and systems. This is to exercise first two year renewal options as per original agreement and to fund for maintenance for the renewal years.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

RDALLEVA

30-MAY-17

Authenticated User

Date

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

☐ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

☐ I certify that the bonding for this contract has been approved by NIFA.

☐ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Authenticated User

Date

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User

Date

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE NASSAU COUNTY DEPARTMENTS OF HEALTH,
SOCIAL SERVICES AND HUMAN SERVICES AND VENTEK, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with VenTek, Inc. to provide programming and systems analysis, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amended agreement with VenTek, Inc.

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: VenTek Inc.

CONTRACTOR ADDRESS: 143 Stratford N. Roslyn heights, NY 11577

FEDERAL TAX ID #: 412200315-01

Instructions: Please check the appropriate box ("☐") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. {X} This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on April 24, 2016. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a written request for proposals Streamlined RFP was issued on August 19th, 2015. Potential proposers were made aware of the availability of the RFP by emailing it to five potential proposers. Proposals were due on September 2nd, 2015. Two proposals were received and evaluated. The evaluation committee consisted of: Susan Salerno, Twannna Turner and Xuyen Ly. The proposals were scored and ranked, scoring sheets are attached. As a result of the scoring and ranking, the highest-ranking proposer was selected.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

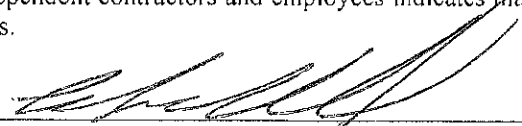
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☒ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41*, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature

4-28-17
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

Exhibit A



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NONE

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: ~~4/11/17~~ 4/11/17

Vendor: VenTek Inc

Signed: [Signature]

Print Name: Loan Phan

Title: President/CEO

Exhibit B



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

None

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

None

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

None

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

None

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NONE

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

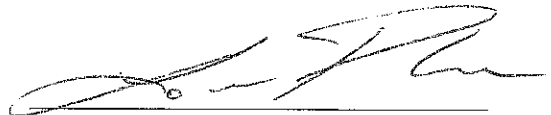
I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 4/11/17

Signed:



Print Name:

Loan Phan

Title:

President/CEO

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Loan Phan
Date of birth 12 / 06 / 1974
Home address 143 Stratford N
City/state/zip Roslyn Heights, NY 11577
Business address 143 Stratford N
City/state/zip Roslyn Heights, NY 11577
Telephone 516-625-0360
Other present address(es) None
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President 01 / 27 / 2006 Treasurer _____
Chairman of Board _____ Shareholder _____
Chief Exec. Officer _____ Secretary _____
Chief Financial Officer 01 / 27 / 2006 Partner _____
Vice President _____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO _____ If Yes, provide details. 100% Owner
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES _____ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES _____ NO X;
If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ____ NO X
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?
YES ____ NO X If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ____ NO X If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ____ NO X If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

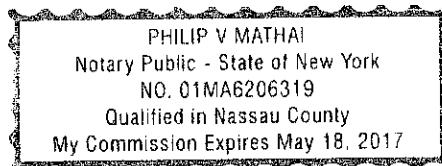
CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Loan Phan, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 11th day of April 2017.

Notary Public



VenTek Inc
Name of submitting business

Loan Phan
Print name


Signature

President/CEO
Title

4 / 11 / 17
Date

Business History Form

The contract shall be awarded to the responsible Proposer who, at the discretion of the County, taking into consideration the reliability of the Proposer and the capacity of the Proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each Proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS)

Date: April 11, 2017

1) Proposer's Legal Name: VENTEK INC.

2) Address of Place of Business: 143 STRATFORD N. ROSLYN HEIGHTS, NY 11577

List all other business addresses used within last five years:

N/A

3) Mailing Address (if different): SAME AS ABOVE

Phone: 516-625-0360

Does the business own or rent its facilities? RENT

4) Federal I.D. Number or Social Security Number: 41-2200315

5) Dun and Bradstreet number: 78-562-9861

6) The Proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation
☐ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes _____ No X If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes _____ No X If Yes, provide details. _____

10) Has the Proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ____ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract).

11) Has the Proposer, during the past seven years, been declared bankrupt? Yes ____ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ____ No X If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ____ No X If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No X Yes ____ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No X Yes ____ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of

which related to the conduct of business? No X Yes ____ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
No X Yes ____ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No X Yes ____ If Yes, provide details for each such

occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No X Yes ____; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No X Yes ____ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose:

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

VenTek Response: There are no conflicts of interest between Nassau County and VenTek or any employee of VenTek in any way.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

VenTek Response: There are no family relationships of any employee of VenTek that may create a conflict of interest with Nassau County or create the appearance of a conflict of interest in any way.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County.

VenTek Response: There are no other matters between VenTek or its employees and Nassau County that may create a conflict of interest or create the appearance of a conflict of interest in any way.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

VenTek's Response: All employees sign a non-disclosure and conflict of interest agreement.

Attachments to Business History Form

VenTek Response: see Organization Overview Section below (Section A, B, & C)

Please provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the Proposer be other than an individual, the Proposal should include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business.

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

ORGANIZATION OVERVIEW

RFP Requirement: Qualifications (date of formation, location, state of incorporation, summary of relevant accomplishments etc)

A. Background

VenTek Inc. is a Minority and Women-Owned Business Enterprise, which offers innovative technology solutions designed to meet the needs of Human services. We are committed to providing high-quality service and integrity to our client partners. We believe that this approach to doing business is the foundation of our success in our long-term business relationships. We have many areas of technical expertise from standalone system to multi-users application. We constantly embrace new technologies and merge them with traditional approaches to create the most appropriate solutions for our clients.

Established in January 2006 to meet the complex needs of Human Services, VenTek Inc. is an organization that has the government experience, commitment, dedication, brainpower, and people with the personal skills to achieve this goal. VenTek knows the Health and Human Services. Our clients, such as Jefferson County and Onondaga County, are extremely happy with the way we executed our work with the utmost professionalism and with delivery on time and under budget. These experiences

and successes demonstrate how VenTek has been helping government transform from older, outdated tools to the latest state-of-the-art technology.

VenTek is a private company that is incorporated in New York and 100% owned by Loan Phan, PhD (*see Principal Questionnaire*). An address for Dr. Phan could be given to the proper authority at Nassau County upon request. Additional information below and in *Business History Form*:

Location: 143 Stratford N, Roslyn Heights, NY 11577

State of Incorporation: New York (*see attachment*)

Employees: less than 10 employees

Dun & Bradstreet: 78-562-9861

Revenues: \$608,951 (2015), \$729,486 (2016), \$254,478 (2017 to date)

- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Nassau County Department of Social Services

Contact Person Tawanna Turner

Address 60 Charles Lindberg Blvd

City/State Uniondale, NY 11553

Telephone 516-227-8376

Fax #

E-Mail Address Tawanna.Turner@hhsnassaucountyny.us

Company Nassau County Department of Social Services
Contact Person Marjorie Krohn
Address 60 Charles Lindberg Blvd
City/State Uniondale, NY 11553
Telephone 516-227-7634
Fax #
E-Mail Address Marjorie.Krohn@hhsnassaucountyny.us

Company Nassau County Department of Social Services
Contact Person Douglas Russel
Address 60 Charles Lindberg Blvd
City/State Uniondale, NY 11553
Telephone 516-227-7105
Fax #
E-Mail Address Douglas.Russell@hhsnassaucountyny.us

.2:41p

Direct Incorporation

734-426-7788

p. 2

New York State
Department of State
Division of Corporations, State Records
and Uniform Commercial Code
Albany, NY 12231

1060127001327

(This form must be printed or typed in black ink)
CERTIFICATE OF INCORPORATION
OF
VenTek Inc.

(Insert corporate name)

Under Section 402 of the Business Corporation Law

FIRST: The name of the corporation is VenTek Inc.

SECOND: This corporation is formed to engage in any lawful act or activity for which a corporation may be organized under the Business Corporation Law, provided that it is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.

THIRD: The county, within this state, in which the office of the corporation is to be located is: Kings

FOURTH: The total number of shares which the corporation shall have authority to issue and a statement of the par value of each share or a statement that the shares are without par value are: 100 shares at \$.001 par value per share

FIFTH: The secretary of state is designated as agent of the corporation upon whom process against the corporation may be served. The address to which the Secretary of State shall mail a copy of any process accepted on behalf of the corporation is:

Loan K. Phan, Ph.D.

2046 82nd St

Brooklyn, NY 11214

SIXTH: (optional) The name and street address in this state of the registered agent upon whom process against the corporation may be served is:

(Certificate of Incorporation Page 2 of 2)

Jan 17 06 12:41p

Direct Incorporation

734-426-7768

FILED

F 060127001327

SEVENTH: (optional—the existence of the corporation begins on the date the certificate of incorporation is filed by the Department of State. Corporate existence may begin on a date, not to exceed 90 days, after the date of filing by the Department of State. Complete this paragraph only if you wish to have the corporation's existence to begin on a later date, which is not more than 90 days after the date of filing by the Department of State.) The date the corporate existence shall begin is: _____

Incorporator Information Required

X

Edward Stahlin

(Type or print name)

P.O. Box 495

(Address)

Dexter, MI 48130

(City, State, Zip code)

1CC
STATE OF NEW YORK

DEPT. OF STATE

FILED JAN 27 2006

TAX \$ 10

BY: LB

King

**CERTIFICATE OF INCORPORATION
OF
VenTek Inc.**

(Insert corporate name)

Under Section 402 of the Business Corporation Law

Filed by: Edward Stahlin, Vice President - Entia Corporation

(Name)

P.O. Box 495

(Mailing address)

Dexter, MI 48130

(City, State and Zip code)

Note: This form was prepared by the New York State Department of State for filing a certificate of incorporation for a business corporation. It does not contain all optional provisions under the law. You are not required to use this form. You may draft your own form or use forms available at legal stationery stores. The Department of State recommends that legal documents be prepared under the guidance of an attorney. The fee for a certificate of incorporation is \$125 plus the applicable tax on shares required by Section 180 of the Tax Law. The minimum tax on shares is \$10. The tax on 200 no par value shares is \$10 (total \$135). Checks should be made payable to the Department of State for the total amount of the filing fee and tax.

060127001419

2

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

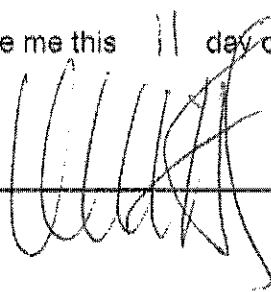
I, Loan Phan, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 11 day of

May

2017

Notary Public

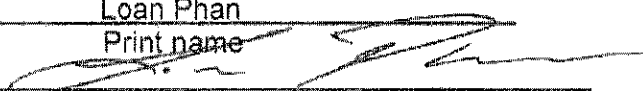


KAREN A. HURWITZ
Notary Public, State of New York
No. 01HU4881448
Qualified in Nassau County
Commission Expires December 22, 2018

Name of submitting business: VENTEK INC

By: Loan Phan

Print name



Signature

President/CEO

Title

5 / 11 / 17
Date

COUNTY OF NASSAU
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: VENTEK INC

Address: 143 Stratford N

City, State and Zip Code: Roslyn Heights, NY 11577

2. Entity's Vendor Identification Number: 41-2200315

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☐ Closely Held Corp ☐ S-Corp ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Loan Phan (President/CEO) 100% ownership - 143 Stratford N, Roslyn Heights, NY 11577

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

None

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

N/A

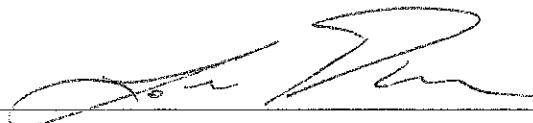
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 4/11/17

Signed: 

Print Name: Loan Phan

Title: President/CEO

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Amendment #2

THIS AMENDMENT dated as of the date of execution by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Health, Social Services, and Human Services, having its principal office at 60 Charles Lindenburg Avenue, Uniondale, New York 11553 (the "Department"), and (ii) VenTek Inc, a New York corporation, having its principal office at 143 Stratford N, Roslyn Heights, NY 11577 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQIT15000026 between the County and the Contractor, executed on behalf of the County on April 25, 2016 and thereafter amended on September 9, 2016 (the "Original Agreement"), the Contractor performs programmer / systems analysis services relating to the maintenance of the large scale computer systems of the Department; and

WHEREAS, the term of the Original Agreement is one (1) year (the "Term"); and

WHEREAS, the Term contains four (4) renewal options for one (1) year periods exercisable at the County's sole discretion; and

WHEREAS, the maximum amount payable to Contractor for the Services, as amended, is Three Hundred and Ninety-Seven Thousand, Four Hundred Dollars (\$397,400.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise renewal options and increase the Maximum Amount; and

WHEREAS, the services contemplated herein are personal services within the context and purview of Section 2206 of the County Government Law of Nassau County.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

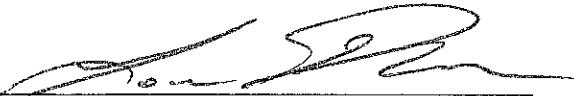
1. Term Renewal: The County hereby exercises its first two (2) renewal options so that the Original Agreement will terminate on September 19, 2019, unless terminated sooner in accordance with the provisions of the Agreement. Notwithstanding the foregoing, the County reserves the right to exercise any or all of the remaining renewal options.
2. Maximum Amount. The Maximum Amount shall be increased by Four Hundred Thousand Dollars (\$400,000.00), so that the maximum amount that the County shall pay to the Contractor as full consideration for the Services shall be Seven Hundred and Ninety-Seven-Thousand, Four Hundred Dollars (\$797,400.00).
3. Encumbrance. The Contractor understands that only Two Hundred Thousand Dollars (\$200,000.00) is being encumbered at this time. The Contractor is cautioned not to perform services that would cause billings to exceed this amount unless additional funds are encumbered pursuant to the Original Agreement. The County shall not be liable for

payment of any amounts which have not been encumbered and approved for this agreement by the Nassau County Comptroller.

4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended herein shall remain in full force and effect and govern the relationship of the parties herein.

IN WITNESS WHEREOF, the Contractor and the County have executed this Amendment # 1 as of the date of execution by the County.

VenTek, Inc.

By: 

Name: Loan Phan, PhD

Title: President / CEO

Date: 4/11/17

NASSAU COUNTY

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

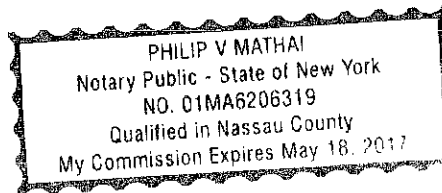
PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK

COUNTY OF NASSAU)

On the 11th day of April in the year 2017 before me personally came
Loan Phan, PhD to me personally known, who, being by me duly sworn, did depose and say
that he or she resides in the County of Nassau; that he or she is the President/CEO of
VenTek Inc, the corporation described herein and which executed the above
instrument; and that he or she signed his or her name thereto by authority of the board of directors of said
corporation.


NOTARY PUBLIC



STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the _____ day of _____ in the year _____ before me personally came
_____ to me personally known, who, being by me duly sworn, did depose and say
that he or she resides in the County of _____; that he or she is a Deputy County Executive of
the County of Nassau, the municipal corporation described herein and which executed the above
instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County
Government Law of Nassau County.

NOTARY PUBLIC



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
5/12/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TechInsurance 1101 Central Expy. South, Suite 250 Allen, TX 75013	CONTACT NAME: PHONE (A/C, No, Ext): 800-688-7020 FAX (A/C, No): (877) 826-9067 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Indemnity Insurance Company</td> <td>18058</td> </tr> <tr> <td>INSURER B: Hartford Insurance Company of the Midwest</td> <td>37478</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Insurance Company	18058	INSURER B: Hartford Insurance Company of the Midwest	37478	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															
INSURED Ventek, Inc 143 Stratford N Roslyn Heights, NY 11577															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Yes		46SBMUE9593	4/24/2017	4/24/2018	EACH OCCURRENCE \$ 2,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
							MED EXP (Any one person) \$ 10,000	
							PERSONAL & ADV INJURY \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 4,000,000	
	OTHER:						PRODUCTS - COMP/OP AGG \$ 4,000,000	
							\$	
B	AUTOMOBILE LIABILITY	Yes		46SBMUE9593	4/24/2017	4/24/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000	
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						<input checked="" type="checkbox"/> NON-OWNED AUTOS	BODILY INJURY (Per accident) \$
								PROPERTY DAMAGE (Per accident) \$
							\$	
	UMBRELLA LIAB						EACH OCCURRENCE \$	
	EXCESS LIAB						AGGREGATE \$	
	DED <input type="checkbox"/> RETENTION \$						\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		46WECLO9923	11/7/2016	11/7/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
A	Professional Liability (Errors and Omissions)			PHSD1152852	6/9/2016	6/9/2017	\$3,000,000 / \$3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Nassau County is named as Additional Insured as their interests may appear in regards to general liability and automobile liability

CERTIFICATE HOLDER**CANCELLATION**

Nassau County 1550 Franklin Avenue Mineola, NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD
NOTICE OF COMPLIANCE
DISABILITY BENEFITS LAW
TO EMPLOYEES

- 1 If you are unable to work because of an illness or injury not work-related, you may be entitled to receive weekly benefits from your employer, or his or her insurance company, or from the Special Fund for Disability Benefits.
- 2 To claim benefits you must file a claim form, within 30 days from the first date of your disability, but in no event more than 26 weeks from such date.
- 3 Use one of the following claim forms:
-If, when your disability begins, you are employed or are unemployed for four weeks or less, use claim form DB-450, which you may obtain from your employer, his or her insurance carrier, your health provider or any office of the Workers' Compensation Board, and send it to your employer or the insurance carrier named below.
-If, when your disability begins, you have been unemployed more than four weeks, use claim Form DB-300, which you may obtain from any Unemployment Insurance Office, your health provider, or any office of the Workers' Compensation Board. Send completed claim form to the Workers' Compensation Board, Disability Benefits Bureau, Albany, New York 12241. **IMPORTANT:** Before filing your claim, your health provider must complete the "Health Care Provider's Statement" on the claim form, showing your period of disability.
- 4 You are entitled to be treated by any physician, chiropractor, dentist, nurse-midwife, podiatrist or psychologist of your choice. However, unlike workers' compensation, your medical bills will not be paid unless your employer and/or union provide for the payment of such bills under a Disability Benefits Plan or Agreement.
- 5 If you are ill or injured during the time you are receiving Unemployment Insurance Benefits, file a claim for Disability Benefits as soon as you sustain the injury or illness, by following the instructions outlined above.
- 6 If you are out of work in excess of seven days, your employer is required to send you a Disability Benefits Statement of Rights (Form DB-271).
- 7 Other information about Disability Benefits may be obtained by writing or calling the nearest Workers' Compensation Board Office.

WORKERS' COMPENSATION BOARD OFFICES

Albany, 12241 - 100 Broadway-Menands - (866) 750-5157
Binghamton, 13901-State Office Bldg.-44 Hawley St.- (866) 802-3604
Brooklyn, 11201 - 111 Livingston St.- Brooklyn - (800) 877-1373
Buffalo, 14202 - Statler Towers - 107 Delaware Ave. - (866) 211-0645
Hauppauge, 11788 - 220 Rabro Drive - Suite 100 - (866) 681-5354
Hempstead, 11550 - 175 Fulton Avenue - (866) 805-3630
New York, 10027 - 215 W. 125th St.- Manhattan - (800) 877-1373
Peekskill, 10566 - 41 North Division St. - (866) 746-0552
Queens, 11432 - 168-46 91st Ave. - Jamaica - (800) 877-1373
Rochester, 14614 - 130 Main Street West - (866) 211-0644
Syracuse, 13203 9- 35 James St.- (866) 802-3730

The undersigned employer is in compliance with the provisions of the Disability Benefits Law (El patron abajo firmante esta en conformidad con las disposiciones de la ley de Beneficios por Incapacidad).
Disability Benefits, when due, will be paid by (Los Beneficios por Incapacidad, cuando debidos, seran pagados por):

**HARTFORD LIFE AND ACCIDENT
PO BOX 2999, Hartford, CT 06104-2999**

Effective: From 10/01/16 To 09/30/17
(En Vigor Desde) (Hasta)
Policy No. LNy 624182 001
(Poliza No.)

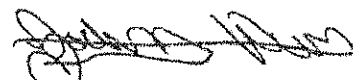
THE WORKERS' COMPENSATION BOARD EMPLOYS AND SERVES
PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION.

LA JUNTA DE COMPENSACION OBRERA EMPLEA Y
SIRVE A PERSONAS INCAPACITADAS SIN DISCRIMINAR.

DB-120 (10-07) Prescribed by Chair
Workers' Compensation Board
State of New York

ESTADO DE NUEVA YORK
JUNTA DE COMPENSACION OBRERA
AVISO DE CUMPLIMIENTO
LEY DE BENEFICIOS POR
INCAPACIDAD A LOS EMPLEADOS

- 1 Si usted no puede trabajar debido a enfermedad o lesión no relacionada con el trabajo, podría tener derecho a recibir beneficios semanales de su patrón o de la compañía de seguros de él/ella o del Fondo Especial para Beneficios por Incapacidad.
- 2 Para reclamar beneficios usted debe presentar una forma de reclamación, dentro de 30 días a partir de la primera fecha de su incapacidad, pero en ningún caso más de 26 semanas de dicha fecha.
- 3 Use una de las siguientes formas de reclamación:
-Si, cuando comience su incapacidad usted está empleado o ha estado desempleado por cuatro semanas o menos, use la forma de reclamación (Form DB-450), la cual puede obtener de su patrón o de la compañía de seguros de él/ella, o de su proveedor de cuidados de salud, o bien de cualquier oficina de la Junta de Compensación Obrera, y envíela a su patrón o a la compañía de seguros nombrada abajo.
-Si cuando comience su incapacidad, usted ha estado desempleado más de cuatro semanas, use la forma de reclamación (Form DB-300), la cual puede obtener en cualquier Oficina de Seguro de Desempleo, de su proveedor de salud, o bien de cualquier oficina de la Junta de Compensación Obrera. Envíe la forma de reclamación, debidamente terminada, a Workers' Compensation Board, Disability Benefits Bureau, Albany, New York 12241. **IMPORTANTE:** Antes de presentar usted su reclamación, es necesario que su proveedor de salud complete la declaración del médico ("Health Care Provider's Statement") en la forma de reclamación, indicando el periodo de su incapacidad.
- 4 Usted tiene derecho a ser tratado por cualquier médico, quiropráctico, dentista, enfermera-partera, podiatra o psicólogo que usted elija. Pero, contrario ala compensación obrera, sus cuentas médicas no seran pagadas a menos que su patrón y/o Unión haga el pago de tales cuentas médicas bajo un Plan o Convenio de Beneficios por Incapacidad.
- 5 Si estuviera usted enfermo o lesionado durante el tiempo que esté recibiendo beneficios del Seguro de Desempleo,resente una reclamación para Beneficios por Incapacidad, siguiendo las instrucciones arriba descritas, tan pronto como sufra la lesión o la enfermedad.
- 6 Si usted está desempleado por mas de siete días, su patrón está obligado a enviarle la Declaración de Derechos de Beneficios por Incapacidad (Form DB-271).
- 7 Otras informaciones relativas a Beneficios por Incapacidad pueden obtenerse escribiendo o llamando ala oficina más cercana de la Junta de Compensación Obrera.


ZACHARY S. WEISS
CHAIR/PRESIDENTE

www.wcb.state.ny.us

The benefits provided are (Los beneficios provistos son)

☒ Statutory ☐ Under a Plan or Agreement

Class(es) of employees covered (Clase(s) de empleados amparados)

All Employees Eligible under NYS DBL Law

Name of employer (Nombre del Patron)

VENTEK INC.

By 

**THIS NOTICE MUST BE POSTED CONSPICUOUSLY IN AND
ABOUT THE EMPLOYER'S PLACE OR PLACES OF BUSINESS.**

STATE OF NEW YORK - WORKERS' COMPENSATION BOARD
ESTADO DE NUEVA YORK - JUNTA DE COMPENSACIÓN OBRERA
NOTICE OF COMPLIANCE
TO EMPLOYEES

**IMPORTANT INFORMATION FOR EMPLOYEES WHO
ARE INJURED OR SUFFER AN OCCUPATIONAL
DISEASE WHILE WORKING.**

1. By posting this notice and information concerning your rights as an injured worker, your employer is in compliance with the Workers' Compensation Law.
2. If you do not notify your employer within 30 days of the date of your injury your claim may be disallowed, so do so immediately.
3. You are entitled to obtain first aid or other necessary medical treatment and should do so immediately.
4. You may choose any doctor, podiatrist, chiropractor or psychologist referred by a medical doctor that accepts NY State Workers' Compensation patients and is Board authorized. However, if your employer is involved in a certified preferred provider organization (PPO) you must first be treated by a provider chosen by your employer and your employer must give you a written statement of your rights concerning further medical care.
5. You should tell your doctor to file copies of medical reports concerning your claim with the Workers' Compensation Board and with your employer's insurance company which is indicated at the bottom of this form.
6. You may be entitled to lost time benefits if your work-related injury keeps you from work for more than seven days, compels you to work at lower wages or results in permanent disability to any part of your body. You may be entitled to rehabilitation services if you need help returning to work.
7. You should not pay any medical providers directly. They should send their bills to your employer's insurance carrier. If there is a dispute, the provider must wait until the Board makes a decision before it attempts to collect payment from you. If you do not pursue your claim or the Board rules that your injury is not work-related, you may be responsible for payment of the bills.
8. You are entitled to be represented by an attorney or licensed representative but it is not required. If you do hire a representative do not pay him/her directly. Any fee will be set by the Board and will be deducted from your award.
9. If you have difficulty in obtaining a claim form or need help in filling it out, or if you have any other questions or problems about a job-related injury, contact any office of the Workers' Compensation Board.

NYS Workers' Compensation Board
Centralized Mailing
P O Box 5205
Binghamton, NY 13902-5202

Customer Service Line: 877-632-4996

Statewide Fax: 877-533-0337

AVISO DE CUMPLIMIENTO
A EMPLEADOS

**INFORMACION IMPORTANTE PARA EMPLEADOS QUE
SEAN LESIONADOS O SUFRAN UNA ENFERMEDAD
OCUPACIONAL MIENTRAS TRABAJAN.**

1. Su patrono está cumpliendo la Ley de Compensación Obrera cuando despliega este comunicado concerniente a sus derechos como trabajador lesionado.
2. Si usted no notifica a su patrono dentro del término de 30 días de haber sufrido su lesión su reclamación podría ser desestimada, por eso notifique inmediatamente.
3. Usted tiene derecho a recibir cualquier tratamiento médico necesario relacionado con su lesión y debe gestionarlo inmediatamente.
4. Para el tratamiento de cualquier lesión o enfermedad, relacionada con el trabajo usted puede escoger cualquier médico, podiatra, quiroprático o psicólogo (si es referido por un médico autorizado) que este autorizado y acepte pacientes de la Junta de Compensación Obrera. Sin embargo si su patrono está autorizado a participar en una organización certificada de proveedores preferidos (PPO), usted deberá obtener tratamiento inicial para cualquier lesión o enfermedad relacionada con el trabajo de la correspondiente entidad. Patronos que participen en cualquiera de estos programas establecidos por ley están obligados a proveer a sus empleados notificación escrita explicando sus derechos y obligaciones bajo el programa a que esté acogido.
5. Usted deberá requerir de su Médico que radique copias de los informes médicos de su caso en la Junta de Compensación Obrera y en la compañía de seguros de su patrono, que se indica al final de esta forma.
6. Usted tiene derecho a compensación si su lesión relacionada con el trabajo le impide trabajar por más de siete días, le obliga a trabajar a sueldo más bajo o resulta en incapacidad permanente de cualquier parte de su cuerpo. Usted puede tener derecho a servicios de rehabilitación si necesita ayuda para regresar al trabajo.
7. No pague a ningún proveedor médico directamente por tratamiento de su lesión o enfermedad relacionada con el trabajo. Ellos deben enviar sus facturas al asegurador de su patrono. Si el caso es cuestionado, el proveedor deberá esperar hasta que la Junta decida el caso, antes de iniciar gestión de cobro alguna contra usted. Si usted no tramita su caso o la Junta falla que su lesión o enfermedad no está relacionada con el trabajo, usted podría ser responsable del pago de las facturas.
8. No es obligatorio el estar representado en ninguno de los procedimientos de la Junta, pero es un derecho que usted tiene, el estar representado por abogado o por representante licenciado si usted así lo desea. Si es representado, no pague al abogado o al representante licenciado. Cuando la Junta decida su caso, los honorarios serán determinados por la Junta y descontados de sus beneficios.
9. Si tiene usted dificultad en conseguir un formulario de reclamación o necesita ayuda para llenarlo o tiene dudas sobre cualquier situación relacionada con una lesión o enfermedad comuníquese con la oficina mas cercana de la Junta.

Robert E. Beloten

ROBERT E. BELOTEN, CHAIR/PRESIDENTE

Workers' Compensation benefits, when due, will be paid by (Los beneficios de Compensación Obrera, cuando debidos, serán pagados por):

Name, address and telephone number of licensed insurance carrier,
authorized group self-insurer or main office of authorized self insurer

HARTFORD INSURANCE COM
PANY OF THE MIDWEST
ONE HARTFORD PLAZA, HARTFORD,
CONNECTICUT 06155
800-327-3636

For Insurance Carriers ONLY: Policy No. **46 WEC LO9923**
Policy in Force from: **11/07/16** to **11/07/17**

Name of employer (Nombre del patrono)

VENTEK, INC

**THIS NOTICE MUST BE POSTED
CONSPICUOUSLY IN AND ABOUT THE
EMPLOYER'S PLACE OR PLACES OF BUSINESS.**

Failure by an employer to post this notice in and about the employer's place or places of business may result in a \$250 penalty for each violation.

C-105 (1-11) Workers' Compensation Board
Prescribed by Chairman
State of New York

www.wcb.ny.gov

Contract ID#: CQIT15000026

Department: Information Technology**E-116****Contract Details**SERVICE Programmer/ Systems analysisNIFS ID #: CQIT15000026NIFS Entry Date: 11/19/2015Term: from Execution to 1 year

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name	Vendor ID#
VenTek Inc	412200315-01
Address	Contact Person
143 Stratford N,	Loan Plan
Roslyn Heights, NY 11577	Phone
	(516) 625-0360

County Department	
Department Contact	
Ed Eisenstein	*****Please send final, sealed copy to Vandana Manucha
Address	
240 Old Country Road	
Mineola, NY 11803	
Phone	
(516) 571-4265	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered			
	OMB	Contractor Registered NIFS Approval	11/24		Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
12/1/15	County Attorney	CA RE & Insurance Verification	12/2/15		
12/4/15	County Attorney	CA Approval as to form	12/4/15		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	12/23/15		
	County Attorney	NIFS Approval	12/23/15		
	Comptroller	NIFS Approval	12/23/15		
12/4/15	County Executive	Notarization Filed with Clerk of the Leg.	12/11/15		



Contract Summary

Description: Programmer/Systems analysis services to maintain the large scale computer systems at the Department of Health, Social Services, and Human Services.
Purpose: Onsite Personnel service of Programmer/System Analysis is required for the large scale computer systems by the Department of Health, Social Services, and Human Services, to smoothly operate local production system environment synchronous with NYS's WMS operation. To Analyze, develop and maintain computer programs and systems.
Method of Procurement: Streamlined RFP
Procurement History: The contract was entered into after a written request for proposals a streamlined RFP was issued on August 19 th , 2015. Potential proposers were made aware of the availability of the RFP by emailing to five potential proposers. Proposals were due on September 2, 2015. Only 2 proposals were received and evaluated. The evaluation committee consisted of: Susan Salerno, Tawanna Turner and Xuyen Ly. The proposals were scored and ranked, scoring sheets are attached. As a result of the scoring and ranking, VenTek was selected.
Description of General Provisions: Vendor will provide Nassau County Programmer/System Analyst services that will meet the Departmental priorities <ol style="list-style-type: none"> 1. Maintain a smoothly operating local production system environment synchronous with NYS's WMS operation 2. Analyze the need for and develop internal computer support systems as required 3. Effect the migration of applications to work on both the PC and Smart Devices 4. Program and maintain computer programs and systems 5. Monitor system operation with a view toward balanced system resources 6. Develop the computer Programming and operating abilities of IIT Personnel
Impact on Funding / Price Analysis: The maximum amount for full consideration for all services under this Agreement shall not exceed \$197,400.00.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	IT
Control:	Gen
Resp:	1950
Object:	DE
Transaction:	500

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$197,400.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$197,400.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ITGEN1950/DE500	\$197,400.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$197,400.00

Document Prepared By: _____ Date: _____

NIFS Certification I certify that this document was accepted into NIFS	Controller Certification I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	County Executive Approval Name: <u>[Signature]</u> Date: <u>12/21/15</u> (For Office Use Only)
Name: <u>[Signature]</u> Date: <u>2/9/16</u>	Name: <u>[Signature]</u> Date: <u>1/28/14</u>	E #:

E-1-16

RULES RESOLUTION NO. 2-2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTION ON BEHALF OF THE
DEPARTMENT OF HEALTH, SOCIAL SERVICES, AND HUMAN
SERVICES, AND VENTEK INC.

WHEREAS, the County has negotiated a personal services agreement
with VenTek, Inc. ("VenTek") with regard to programmer / system analysis
services, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said agreement
with VenTek.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 1-11-16
VOTING:
ayes 5 nays 2 abstained 0 recused 0
Legislators present: 7

RULES RESOLUTION NO. -- 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTION ON BEHALF OF THE DEPARTMENT OF HEALTH, SOCIAL SERVICES, AND HUMAN SERVICES, AND VENTEK INC.

WHEREAS, the County has negotiated a personal services agreement with VenTek, Inc. ("VenTek") with regard to programmer / system analysis services, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with VenTek.

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: VenTek Inc.

CONTRACTOR ADDRESS: 143 Stratford N. Roslyn heights, NY 11577

FEDERAL TAX ID #: 412200315-01

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☒ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals Streamlined RFP was issued on August 19th, 2015. Potential proposers were made aware of the availability of the RFP by emailing it to five potential proposers. Proposals were due on September 2nd, 2015. Two proposals were received and evaluated. The evaluation committee consisted of: Susan Salerno, Twannna Turner and Xuyen I.y. The proposals were scored and ranked, scoring sheets are attached. As a result of the scoring and ranking, the highest-ranking proposer was selected:

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

_____. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

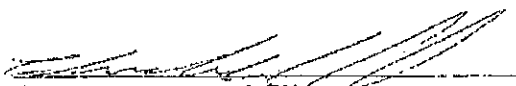
VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☒ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

X. ☐ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.


Department Head Signature

11/20/16
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.
Compt. form Pers./Prof. Services Contracts: Rev. 09/15

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: VenTek Inc.

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FEDERAL TAX ID #: 412200315-01

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III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____ [date]. This is renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RF (copies of the relevant pages are attached). The original contract was entered into after _____

_____, [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
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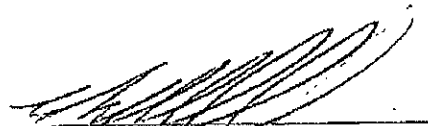
VI. This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

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In addition, if this is a contract with an individual or with an entity that has only one or two employees:

- ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

Business History Form

The contract shall be awarded to the responsible Proposer who, at the discretion of the County, taking into consideration the reliability of the Proposer and the capacity of the Proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each Proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: December 7th, 2015

1) Proposer's Legal Name: VENTEK INC.

2) Address of Place of Business: 143 STRATFORD N, ROSLYN HEIGHTS, NY 11577

List all other business addresses used within last five years:

N/A

3) Mailing Address (if different): SAME AS ABOVE

Phone: 516-625-0360

Does the business own or rent its facilities? RENT

4) Federal I.D. Number or Social Security Number: 41-2200315

5) Dun and Bradstreet number: 78-562-9861

6) The Proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation
Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ☐ No ☒ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes No ☒ If Yes, provide details.

10) Has the Proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ____ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the Proposer, during the past seven years, been declared bankrupt? Yes ____ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ____ No X If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ____ No X If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No X Yes ____ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No X Yes ____ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of

which related to the conduct of business? No X Yes ____ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
No X Yes ____ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No X Yes ____ If Yes, provide details for each such

occurrence. _____

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No X Yes ____; If Yes, provide details for each such instance. _____

- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No X Yes ____ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose:

- (i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

VenTek Response: *There are no conflicts of interest between Nassau County and VenTek or any employee of VenTek in any way.*

- (ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

VenTek Response: *There are no family relationships of any employee of VenTek that may create a conflict of interest with Nassau County or create the appearance of a conflict of interest in any way.*

- (iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County.

VenTek Response: *There are no other matters between VenTek or its employees and Nassau County that may create a conflict of interest or create the appearance of a conflict of interest in any way.*

- b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

VenTek's Response: *All employees sign a non-disclosure and conflict of interest agreement.*

Attachments to Business History Form

VenTek Response: see Organization Overview Section below (Section A, B, & C)

Please provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the Proposer be other than an individual, the Proposal should include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business.

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

ORGANIZATION OVERVIEW

RFP Requirement: Qualifications (date of formation, location, state of incorporation, summary of relevant accomplishments etc)

A. Background

VenTek Inc. is a Minority and Women-Owned Business Enterprise, which offers innovative technology solutions designed to meet the needs of Human services. We are committed to providing high-quality service and integrity to our client partners. We believe that this approach to doing business is the foundation of our success in our long-term business relationships. We have many areas of technical expertise from standalone system to multi-users application. We constantly embrace new technologies and merge them with traditional approaches to create the most appropriate solutions for our clients.

Established in January 2006 to meet the complex needs of Human Services, VenTek Inc. is an organization that has the government experience, commitment, dedication, brainpower, and people with the personal skills to achieve this goal. VenTek knows the Health and Human Services. Our clients, such as Jefferson County and Onondaga County, are extremely happy with the way we executed our work with the utmost professionalism and with delivery on time and under budget.

These experiences and successes demonstrate how VenTek has been helping government transform from older, outdated tools to the latest state-of-the-art technology.

VenTek is a private company that is incorporated in New York and 100% owned by Loan Phan, PhD (see *Principal Questionnaire*). An address for Dr. Phan could be given to the proper authority at Nassau County upon request. Additional information below and in *Business History Form*:

Location: 143 Stratford N, Roslyn Heights, NY 11577

State of Incorporation: New York (see attachment)

Employees: less than 10 employees

Dun & Bradstreet: 78-562-9861

Revenues: \$531,765 (2013), \$671,066 (2014), \$621,901 (2015 to date)

- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Nassau County Department of Social Services

Contact Person Tawanna Turner

Address 60 Charles Lindberg Blvd

City/State Uniondale, NY 11553

Telephone 516-227-8376

Fax # _____

E-Mail Address Tawanna.Turner@hhsnassaucountyny.us

Company Nassau County Department of Social Services
Contact Person Marjorie Krohn
Address 60 Charles Lindberg Blvd
City/State Uniondale, NY 11553
Telephone 516-227-7634
Fax # _____
E-Mail Address Marjorie.Krohn@hhsnassaucountyny.us

Company Nassau County Department of Social Services
Contact Person Douglas Russel
Address 60 Charles Lindberg Blvd
City/State Uniondale, NY 11553
Telephone 516-227-7105
Fax # _____
E-Mail Address Douglas.Russell@hhsnassaucountyny.us

(Certificate of Incorporation Page 1 of 2)

12:41p

Direct Incorporation

704-426-7768

p. 2

New York State
Department of State
Division of Corporations, State Records
and Uniform Commercial Code
Albany, NY 12231

1060127001327

(This form must be printed or typed in black ink)
CERTIFICATE OF INCORPORATION
OF
VenTek Inc.
(Insert corporate name)

Under Section 402 of the Business Corporation Law

FIRST: The name of the corporation is: VenTek Inc.

SECOND: This corporation is formed to engage in any lawful act or activity for which a corporation may be organized under the Business Corporation Law, provided that it is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.

THIRD: The county, within this state, in which the office of the corporation is to be located is: Kings

FOURTH: The total number of shares which the corporation shall have authority to issue and a statement of the par value of each share or a statement that the shares are without par value are: 100 shares at \$.001 par value per share.

FIFTH: The secretary of state is designated as agent of the corporation upon whom process against the corporation may be served. The address to which the Secretary of State shall mail a copy of any process accepted on behalf of the corporation is:

Loan K. Phan, Ph.D.
2046 82nd St.
Brooklyn, NY 11214

SIXTH: *(optional)* The name and street address in this state of the registered agent upon whom process against the corporation may be served is:

(Certificate of Incorporation Page 2 of 2)

Jan 17 06 12:41p

DirectIncorporation

734-426-7768

7.00

F 060127001327

SEVENTH: (optional—the existence of the corporation begins on the date the certificate of incorporation is filed by the Department of State. Corporate existence may begin on a date, not to exceed 90 days, after the date of filing by the Department of State. Complete this paragraph only if you wish to have the corporation's existence to begin on a later date, which is not more than 90 days after the date of filing by the Department of State.) The date the corporate existence shall begin is: _____

Incorporator Information Required

X

Edward Stahlin

(Type or print name)

P.O. Box 495

(Address)

Dexter, MI 48130

(City, State, Zip code)

1CC
STATE OF NEW YORK
DEPT. OF STATE

FILED JAN 27 2006

TAX \$ 10

BY LB

King

CERTIFICATE OF INCORPORATION
OF
VenTek Inc.

(Insert corporate name)

Under Section 402 of the Business Corporation Law

Filed by: Edward Stahlin, Vice President - Enida Corporation

(Name)

P.O. Box 495

(Mailing address)

Dexter, MI 48130

(City, State and Zip code)

Note: This form was prepared by the New York State Department of State for filing a certificate of incorporation for a business corporation. It does not contain all optional provisions under the law. You are not required to use this form. You may draft your own form or use forms available at legal stationery stores. The Department of State recommends that legal documents be prepared under the guidance of an attorney. The fee for a certificate of incorporation is \$125 plus the applicable tax on shares required by Section 140 of the Tax Law. The minimum tax on shares is \$12. The tax on 200 no par value shares is \$10 (total \$135). Checks should be payable to the Department of State for the total amount of the filing fee and tax.

2

060127001419

Certificate of MWBE

Edward P. Mangano
County Executive

Dr. Phillip E. Elliott
Deputy County Executive

County of Nassau
Office of Minority Affairs

Hereby Grants Certification to:

VenTek Inc.

This certificate acknowledges that this company has met the criteria as established by the Minority and Woman Owned Business Enterprise Program at the County of Nassau Office of Minority Affairs, pursuant to Local Law No. 34, Title 53, dated October 2, 2002 and therefore, is certified as a Minority and Woman Owned Business Enterprise (MWBE).

This certification will remain in effect until its expiration date provided there are no changes in ownership, control, and/or operations of the firm or eligibility requirements. The Nassau County Office of Minority Affairs must be notified within thirty days of any material changes in the business, which affects ownership and control.

Certification Number
OMAR-MWBE-10-2045-16-DED

Certification Date
07/15/2014

Expiration Date
08/15/2016

Dr. Phillip E. Elliott
Deputy County Executive

Cesari Iman, MBA
Certification Analyst

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, _____, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this day of 2015

Notary Public

Name of submitting business: VENTEK INC

By: Loan Phan
Print name

Signature _____

President/CEO
Title

Date / /

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Loan Phan
SSN 364-88-7631
Date of birth 12 / 06 / 1974
Home address 143 Stratford N
City/state/zip Roslyn Heights, NY 11577
Business address 143 Stratford N
City/state/zip Roslyn Heights, NY 11577
Telephone 516-625-0360
Other present address(es) N/A
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President 01 / 27 / 2006 Treasurer 01 / 27 / 2006
Chairman of Board / / Shareholder 01 / 27 / 2006
Chief Exec. Officer 01 / 27 / 2006 Secretary / /
Chief Financial Officer 01 / 27 / 2006 Partner / /
Vice President / / / /
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
NO X YES If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X YES If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES ; If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO X YES If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? NO X YES ____ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contract cancelled for cause? NO X YES ____ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO X YES ____ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO X YES ____ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? NO X YES ____ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? NO X YES ____ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? NO X YES ____ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO X YES ____ If Yes, provide details for each such conviction.
 - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO X YES ____ If Yes, provide details for each such conviction.
 - f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO X YES ____ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO X YES ____ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state,

and local regulatory agencies while you were a principal owner or officer? NO X YES ____ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO X YES ____ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO X YES ____ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, _____, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this day of 2015.

Notary Public

VENTEK INC
Name of submitting business

Loan Phan
Print name

Signature

President/CEO
Title

 / /
Date

EXECUTIVE ORDER NO. 1 - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE
COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER
DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU
COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; NOW, THEREFORE BE IT

ORDERED, that the Office of the Nassau County Attorney shall ensure that every Request for Proposals, Request for Qualifications, Request for Expressions of Interest and every request for bid shall include therein the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form (hereinafter "Disclosure Form") attached hereto and made a part hereof; and it is further

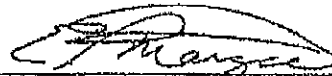
ORDERED, that the Department of Purchasing/Shared Services ensure every bid document published on the Nassau County Purchasing website, including but not limited to Requests for Proposals, include the Disclosure Form; and it is further

ORDERED, that each department operating under the Office of the County Executive shall be responsible for obtaining a completed copy of the Disclosure Form from all vendors and prospective vendors and all other contractors and prospective contractors or other parties wishing to do business with the County, and attaching a copy of said form to the bid, offer, proposal or proposed contract involved; and it is further

ORDERED, the Office of the Nassau County Attorney shall ensure that every proposed contract includes the Disclosure Form completed by the consultant, contractor or vendor to whom the contract was awarded prior to such contract being routed to the various agencies, including - but not limited to - the Nassau County Office of Management and Budget, the Comptroller's Office and the Office of the County Executive; and it is further

ORDERED, that this Executive Order shall take effect immediately.

Dated: May 15, 2015



EDWARD P. MANGANO
COUNTY EXECUTIVE

2015 MAY 15 PM 00
RECEIVED
COUNTY CLERK
NASSAU COUNTY

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: VenTek Inc
Address: 143 Stratford N
City, State and Zip Code: Boslyn Heights, NY 11577
2. Entity's Vendor Identification Number: 41-2200315
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp S-Corp Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

100% Loan Phan - 143 Stratford N, Boslyn Heights NY 11577

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/inmembers. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

N/A

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company.

N/A

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 11/3/15

Signed: 

Print Name: Loan Pham

Title: President/CEO

Page 4 of 4:

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.



143 STRATFORD N ROSLYN HEIGHTS, NY 11577

OWNER & MANAGEMENT DISCLOSURE

VenTek Inc. is a Minority and Women-Owned Business Enterprise, which offers innovative technology solutions designed to meet the needs of Human services. We are committed to providing high-quality service and integrity to our client partners. We believe that this approach to doing business is the foundation of our success in our long-term business relationships. We have many areas of technical expertise from standalone system to multi-users application. We constantly embrace new technologies and merge them with traditional approaches to create the most appropriate solutions for our clients.

VenTek is a private company that is incorporated in New York and 100% owned by Loan Phan, PhD. Dr. Phan is President & CEO of VenTek Inc. An address for Dr. Phan could be given to the proper authority at Nassau County upon request. Additional information below:

Location: 143 Stratford N, Roslyn Heights, NY 11577

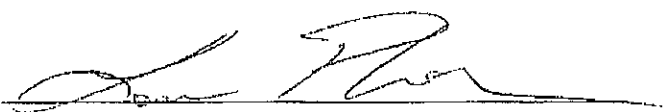
State of Incorporation: New York

Employees: less than 10 employees

Dun & Bradstreet: 78-562-9861

Print Name Loan Phan

Title President/CEO

Signature 

Date 11/3/15

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
VenTek Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ C Corporation
☒ S Corporation
☐ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
143 Stratford N

6 City, state, and ZIP code
Roslyn Heights, NY 11577

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
- - - - -

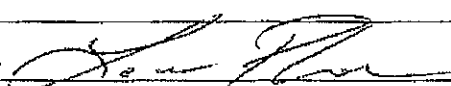
or
Employer identification number
41-2200315

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶  Date ▶ **11/5/15**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of the date of execution by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Health, Social Services, and Human Services, having its principal office at 60 Charles Lindenburg Avenue, Uniondale, New York 11553 (the "Department"), and (ii) VenTek Inc., a New York corporation, having its principal office at 143 Stratford N, Roslyn Heights, NY 11577 (the "Contractor").

WITNESSETH:

WHEREAS, the County seeks to retain a programmer / systems analysis to maintain the large scale computer systems at the Department (the "Maintenance Services"); and

WHEREAS, a Request for Proposals for the Maintenance Services was issued on August 19, 2015; and

WHEREAS, the Contractor submitted a response to the RFP on Aug 24th, 2015, that was found to be beneficial to the County; and

WHEREAS, the Contractor was awarded a contract on Sept 18, 2015; and

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on the date of execution by the County (the "Effective Date") and shall continue for a period of one (1) years, unless terminated sooner in accordance with the provisions of this Agreement. Notwithstanding the foregoing, the County may, in its sole discretion, renew the term for four (4) additional one (1) year periods under the same terms and conditions for a total term of five (5) years.

2. Services. The services to be provided by the Contractor under this Agreement shall consist of Programmer/Systems Analyst services (the "Services") and is

described in detail in Appendix A Statement of Work (SOW -Professional / System Analyst Scope of Services) attached hereto and incorporated herein by reference.

3. Payment. (a) Amount of Consideration. (i) The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed One Hundred and Ninety Seven Thousand and Four Hundred Dollars (\$197,400.00) ("Maximum Amount") payable in accordance with Appendix A ("Payment Section") attached hereto and incorporated herein by reference.

(b) The Contractor shall not perform Services that would cause billings to exceed the Maximum Amount unless additional funds are encumbered pursuant to this Agreement. The County shall not be liable for payment of any amounts which have not been encumbered and approved by the County Comptroller for this Agreement.

(c) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(d) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month. Notwithstanding the foregoing, the Contractor's right to receive payment for work completed by the Contractor for the County shall not be affected or denied in the event of an administrative timing error in issuing invoice Vouchers to County.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such Services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to

any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, living wage, and disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) The Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. The Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its Certification of Compliance, attached to this Agreement as Appendix L. The Contractor shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor

acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Confidential Information. The parties further acknowledge that in the course of this Agreement each may have access to and/or be in possession of proprietary or confidential information of the other party. "Confidential Information" shall mean information regarded by the disclosing party as confidential or that is otherwise protected from disclosure under Federal, State or Local law; provided that, information deemed confidential by the disclosing party shall be clearly marked "Confidential", "Restricted" or with another similar legend. Personal information of individuals shall also be deemed "Confidential Information." Each party agrees to use the Confidential Information of the other party solely for the purposes of this Agreement, and will not disclose such Confidential Information to any third party without the other party's consent. Each party shall maintain the Confidential Information of the other party in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a reasonable degree of care. Provided that, the receiving party shall have met the foregoing standard of care, an inadvertent or accidental disclosure by the receiving party of Confidential Information of the disclosing party shall not constitute a breach hereof.

The foregoing shall not prohibit or limit any party's use of information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of this Agreement. Neither party shall use the Confidential Information of the other party for its own benefit or for the benefit of any third party, except as expressly permitted in this Agreement. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by court ordered subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving Contractor and County relating to Contractor's Services for County or this Agreement.

All data (including, without limitation, all content in any media or format entered into, stored in, and/or susceptible to retrieval from the County's computer systems) or other materials furnished by the County for use by the Contractor under this Agreement (such as records or information) shall remain the sole property of the County, will be deemed "Confidential Information" and will be held in confidence in accordance with this Agreement. The Contractor shall not use the data other than in connection with providing the Services pursuant to and in accordance with this Agreement. Such data and materials will be returned to the County upon completion of the Services. Access to

Confidential Information shall be restricted to the Contractor's personnel with a need to know and engaged in a permitted use. Confidential Information of the County may only be disclosed as provided for in Section d above or with the written consent of the County (and then only to the extent of the consent);

(e) Protection of Information Obtained in the Course of Performance. Information obtained by the Contractor in the course of performance under this Agreement is the property of the Department and may be disclosed only with the express permission of the Department or as required by law.

(f) Non-Disclosure Agreement (NDA). The Contractor and the Contractor's personnel and/or agents are providing Services pursuant to this Agreement shall enter into a County issued NDA prior to commencement of Services. (g) The provisions of this section shall survive the termination of this Agreement

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(c) Staffing and Personnel. The County reserves the right to review and to request changes to the members of the Contractor's staff assigned to deliver Services under this Agreement. The Contractor may reassign staff in the event of a bona fide promotion, illness, family leave, disability, physical incapacitation, termination of employment, inability to perform duties, or other circumstances beyond the Contractor's reasonable control.

(d) The County shall have the right, in its absolute discretion, to require the removal of the Contractor's personnel at any level assigned to the performance of the Services or Work, if the County considers such removal necessary or in the best interests of Nassau County. Such personnel shall be promptly removed from the project by the Contractor at no cost or expense to the County. Further, an employee who is removed from the project for any reason shall not be re-employed on the Project.

8. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County

Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

9. Subcontracting.

(a) The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement. The Contractor shall be primarily liable even when using subcontractors, independent contractors, consortiums or partners to perform some or all of the work contemplated by this Agreement, and regardless of whether the use of such partners or subcontractors have been approved by the County.

(b) Nothing contained in this Agreement or otherwise shall create any contractual relation between the County and any subcontractors. The Contractor agrees to be as fully responsible to the County for the direct and indirect acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor and shall indemnify and hold harmless the County for any and all acts and / or omissions of their Contractor Agents, subcontractors, independent contractors, consortiums, or partners.

(c) The Contractor's obligation to pay its subcontractors is an independent obligation from the County's obligation to make payments to the Contractor. As a result, the County shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

(d) The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(e) The Contractor Agents will be required to provide the County with an Owner and Management Disclosure.

10. Right to Works. (a) Upon execution of this Agreement, any reports, design systems, documents, data, designs, drawings, graphs, charts, specifications, manuals, photographs, source code and/or any other material produced by the Contractor for the County pursuant to this Agreement, and any and all drafts and/or other preliminary materials, in any format, to such items, shall become the exclusive property of the County.

(b) Works Made for Hire: The Contractor acknowledges that all of the Contractor's works of authorship, including but not limited to any reports, design systems, documents, data, designs, drawings, graphs, charts, specifications, manuals, photographs and/or any other materials produced or used by the Contractor for the

County pursuant to this Agreement ("Copyrighted Materials") shall be considered and are "works-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the County shall be the owner thereof, including any copyrights, patents, or other intellectual property rights pertaining thereto and of all aspects, elements, and components thereof in which copyright protection might exist. If it is determined that any such works are not works made for hire, the Contractor hereby assigns to the County all of the Contractor's right, title, and interest, including all rights of copyright, patent, and other intellectual property rights, to or in such Contractor works and hereby irrevocably transfers, assigns, and conveys all of the Contractor's right, title, and interest, including exclusive copyright, patent, and other intellectual property rights, ownership in and to the Copyrighted Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrighted Materials, and they shall be used by the Contractor for no other purpose without the prior written permission of the County.

(c) Contractor Property or Works. Unless otherwise agreed upon between the parties in this Agreement, the Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any pre-existing Contractor property or works, including all pre-existing intellectual property interests held by Contractor (the "Contractor Works"). Contractor hereby grants to County a non-exclusive, non-transferable, royalty-free, perpetual internal use license to use such Contractor Works solely for the County's internal use. As used in this Agreement, the term "Contractor Works" means any of the following: (i) any software program, algorithm, process, methodology, documentation, report, data, flow diagram, document, or other material owned, generated, or distributed by the Contractor prior to or separately from this Agreement; or (ii) any tools or utilities developed by or on behalf of the Contractor or used by the Contractor.

(d) Upon payment of all amounts due therefore, the Contractor shall grant to the County a non-exclusive, United States license to use any such Contractor Works solely for the County's internal use. The County may make reasonable copies of such pre-existing material for backup and archival purposes in accordance with applicable law. The County shall reproduce such material accurately and include all original copyright and trademark notices, claims of confidentiality or trade secrets, and other proprietary rights notices on all back-up or archival copies. Subject to the other provisions in this subsection 8(b), any copies that the County makes of such Contractor Works shall remain the Contractor's sole property.

11. Patent/Copyright Claims.

(a) The Contractor shall indemnify, defend and hold the County harmless against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees and disbursements) and damages ("Losses") arising out of or in connection with any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights or arising out of or in connection with any breach of warranty by the Contractor. As a condition to the foregoing indemnity obligation, the County shall give

the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. The Contractor shall indemnify and hold the County harmless regardless of whether or not the infringement arises in the course of delivering Services under this Agreement.

(b) In addition to the foregoing, if the use of any Deliverable(s), item(s) or part(s) thereof shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (i) to procure for the County the right to continue using such Deliverable(s), item(s) or part(s) thereof, as applicable; (ii) to modify the Deliverable(s), item(s) or part(s) so that it becomes non-infringing and of at least equal quality and performance; or (iii) to replace said Deliverable(s), item(s) or part(s) thereof, as applicable, with non-infringing Deliverable(s), item(s) or part(s) of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor under this Agreement; (v) the preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County; (vi) time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.

(c) The foregoing provisions shall not apply to any infringement occasioned by modification by the County that is (i) not contemplated by the Contractor; or (ii) made without the Contractor's approval.

(d) In the event that an action at law or equity is commenced against the County arising out of a claim that the County's use of a deliverable, item or part under this Agreement infringes any patent, copyright or proprietary right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.

(e) The provisions of this Section shall survive termination of the Agreement.

12. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional

manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

13. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

14. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance and errors and omissions insurance, which policy(ies) shall have a minimum single combined limit liability of not less than One Million Dollars (\$1,000,000.00) per occurrence; and (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and rated A- VIII or better by A.M. Best's or its equivalent, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

15. Warranty. (a) Contractor warrants and represents full ownership, clear title free of all liens, and/or that Contractor has obtained on behalf of County perpetual license rights set forth herein to use the deliverable. Contractor shall indemnify County for any loss, damages or actions arising from a breach of this warranty. County may require Contractor to furnish appropriate written documentation establishing the above rights and interests as a condition of payment. County's request or failure to request such documentation shall not relieve Contractor of liability under this warranty.

(b) The Contractor shall provide a warranty for all Deliverable(s) or product(s) specified in and furnished by or through the Contractor under an SOW. All product(s) or Deliverable(s) provided under an SOW shall substantially conform to the specifications set forth in the SOW and shall do so for a period of six (6) months following the date of acceptance by the County of the final Deliverable (the "Product Warranty Period"), provided, that no modifications, other than modifications contemplated by or consented to by the Contractor are made to the Deliverable(s) or product(s) or their system environment by any party other than the Contractor.

(c) The Contractor further warrants and represents that product(s) or Deliverable(s) specified and furnished by or through the Contractor under an SOW shall individually, and where specified by the Contractor to perform as a system, perform as

such and be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship during the Project Warranty Period, provided, that no modifications, other than modifications contemplated by or consented to by the Contractor, are made to the Deliverable(s) or product(s) or their system environment by any party other than the Contractor. During the Project Warranty Period, defects in the product(s) or Deliverable(s) specified and furnished by or through the Contractor shall be repaired or replaced by the Contractor at no cost or expense to the County.

The Contractor shall advise NCIT immediately upon determining that any Deliverable(s) or product(s) will not, or may not, be delivered at the time or place specified. Together with such notice, the Contractor shall state the projected delivery time and date. In the event the delay projected by the Contractor is unsatisfactory, NCIT shall so advise the Contractor and may proceed to procure substitute Deliverable(s), product(s) or Services. NCIT will not unreasonably deem the delay unsatisfactory.

(d) Contractor shall extend the Project Warranty Period for individual product(s), or for the system as a whole, if applicable, by the cumulative period(s) of time, after notification, during which an individual product or the system requires servicing or replacement (down time), or is in the possession of the Contractor, its agents, officers, subcontractors, distributors, resellers or employees.

(e) In addition to Contractor's Project Warranty Period, the County shall have the benefit of all manufacturers' standard commercial warranties for individual deliverables, if any.

(f) Where the manufacturer's warranty term is longer than the Project Warranty Period, the Contractor shall notify the County and pass through the manufacturer's warranty to County. Contractor shall not be responsible for coordinating services under the manufacturer's warranty after expiration of the Project Warranty Period.

(g) The warranties set forth herein shall survive any termination of the Agreement with respect a SOW in accordance with the stated warranty term(s).

16. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services

to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

(d) Accounting Upon Termination: (i) Within sixty (60) days of the termination of this Agreement, the Contractor shall provide the Department with a complete accounting up to the date of termination of all monies received from the County and shall immediately refund to the County any unexpended balance remaining as of the time of termination.

17. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

(a) Reimbursement by the Contractor upon Loss of Funding. In addition to any other remedies available to the County, in the event that the County loses funding,

including reimbursement, from the State or Federal governments for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.

18. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

19. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

20. Consent to Jurisdiction and Venue: Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniencce. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

21. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was

signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the Office of General Counsel, with a copy to the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

22. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

23. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

24. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty Three and 00/100 Dollars \$533.00 for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001 and 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

25. Services for Other Municipal Entities. It is understood that the Services

described in the Agreement may be purchased by any other municipal entities ("Municipal Entities") and the Contractor agrees to provide the Services to the Municipal Entities on the same terms and conditions as if they were to be supplied to the County. In order to coordinate such activity, the Contractor agrees to only perform such Services after obtaining the written permission of the County. To the extent that the Municipal Entities purchase Services, then the Municipal Entities, and not the County, shall be liable to the Contractor.

26. Financial Deterioration of Vendor. In the event the Contractor, its assignees or successor, at any point during the performance of Services and operation of the products acquired under this Agreement, becomes insolvent, ceases to exist as a business entity or for any reason fails to continue to support its deliverable(s) or product(s), the Contractor will (i) make provision for the continued support under the same terms and conditions or (ii) provide the County with the source code and all associated updates, modifications and other materials (including, but not limited to, schematics or flow charts, system documentation, program procedures, build procedures, descriptions of operation, programmer notes, testing data, custom or special compilers) required to understand the design, structure and implementation of the said deliverable(s) or product(s), at no expense to the County.

27. Force Majeure. Neither party shall be liable for failure to fulfill its obligations under this Agreement if that failure is caused, directly or indirectly, by flood, communications failure, extreme weather, fire, mud slide, earthquake, or other natural calamity or act of God, interruption in water, electricity, riots, civil disorders, rebellions or revolutions, acts of governmental agencies, quarantines, embargoes, malicious acts of third parties, acts of terrorism, labor disputes affecting vendors, contractors or subcontractors and for which the party claiming force majeure is not responsible, or any other similar cause beyond the reasonable control of that party.

28. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

29. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof

and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

VenTek Inc.

By: 

Name: Loan Phan

Title: President / CEO

Date: 11/3/15

NASSAU COUNTY

By: 

Name: Charles Ribando

Title: Deputy County Executive

Date: 4/25/16

PLEASE EXECUTE IN BLUE INK

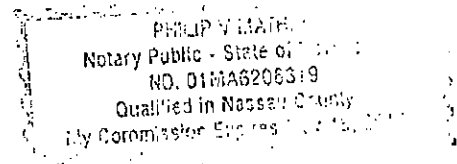
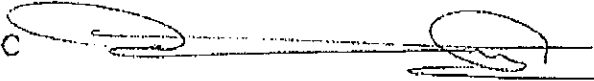
STATE OF NEW YORK)

) ss

COUNTY OF NASSAU)

On the 3rd day of November in the year 2015 before me personally came Loan Phun to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President/CEO of VenTek Inc., the Corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said Corporation.

NOTARY PUBLIC



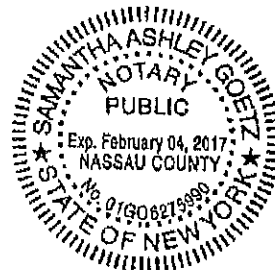
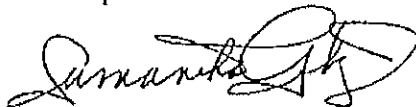
STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 25 day of April in the year 2016 before me personally came Charles Richards to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

i. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan and any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- i. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- ii. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within

thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

- iii. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide the contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal

solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the

Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L
Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Loan Phan (Name)

143 Stratford N, Roslyn Heights, NY 11577 (Address)

516-625-0360 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor.
3. In the past five years, Contractor _____ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

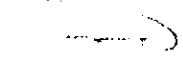
11/3/15
Dated

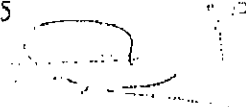

Signature of Chief Executive Officer

Loan Phan
Name of Chief Executive Officer

Sworn to before me this

2nd day of Nov, 2015


Notary Public


PHILIP V. MATHAI
Notary Public - State of New York
ID: 0143226319

Appendix A
Statement of Work

1. Professional / System Analyst Scope of Services

The work to be performed under this contract will be full-time (35 hours per week), on-site personnel service required to maintain the large scale computer systems investment that the agencies has built up over the years. Primary work location is 60 Charles Lindberg Ave, Uniondale, NY. This work will be performed in such a way as to meet the following Departmental priorities:

- Maintain a smoothly operating local production system environment synchronous with NYS's WMS operation
- Analyze the need for and develop internal computer support systems as required
- Effect the migration of applications to work on both the PC and Smart Devices
- Program and maintain computer programs and systems
- Monitor system operation with a view toward balanced system resources
- Develop the computer programming and operating abilities of IT personnel
-

The tasks required under this contract include, but may not be limited to:

- Analyze the need for local computer systems
- Design and develop computer systems
- Write computer applications in ASP.NET (Visual Basic, HTML 5, JavaScript)
- Develop reports in SSRS, Cognos 10 and jobs in SSIS
- Assemble computer programs into job streams
- Maintain computer systems and programs.
- Coordinate with IT personnel in the development and operation of computer systems
- Interact with vendor personnel whom these agencies are contracted with as required to maintain system operations

2. Payments:

Services will be billed monthly after services are performed.

Billing will be based on Hourly rate of \$120.00 per Hour, Thirty Five hours per week for 47 weeks annually.



VENTEK, INC.
143 STRATFORD N
ROSLYN HEIGHTS, NY 11577
(516) 625-0360

0258

1-2-210

DATE Nov 5, 2015

PAY TO THE ORDER OF Nassau County \$ 533.00
five hundred and thirty-three 00 /100 DOLLARS



JPMorgan Chase Bank, N.A.
www.Chase.com

FOR RFP for Analyst / Programmer COIT15

⑈000258⑈ ⑆021000021⑆

726338387⑈

August 12, 2015

Department of Health, Social Services, and Human Services Programmer/Systems Analyst

The Department of Information Technology ("NCIT") of Nassau County, New York (the "County") is currently seeking proposals from Qualified Vendors ("Qualified Vendors") located and authorized to do business in the State of New York, to provide Professional Services for a Programmer/Systems Analyst for the Department of Health, Social Services and Human Services. The purpose of the request is to provide Nassau County with proposals that will culminate in the development and execution of a contract with one vendor NCIT determines to be eligible to provide Professional Services for procurement by NCIT.

NCIT may select vendors from among responding vendors based on a thorough analysis of each business's ability to provide the County with the highest quality services at the most cost-effective fees.

Nassau County is committed to policy of equal opportunity and does not discriminate against vendors on the basis of age, sex, sexual orientation, race, color, creed, religion, ethnicity, national origin, disability, marital status, familial status, veteran status or any other basis protected under federal, state, and local laws, regulations, and ordinances.

Any and all awards are subject to the standard terms and conditions of Nassau County contracts, copies of which can be provided upon request.

Anticipated Proposal Schedule

Dates indicated below are subject to change at the sole discretion of the County.

Response Due: Wednesday September 2, 2015

Award Date: Wednesday September 9, 2015

Proposals must be submitted in writing via email to Donna Neiland, Nassau County Department of Information Technology.

dneiland@nassaucountyny.gov

SCOPE OF WORK AND PROPOSAL REQUIREMENTS

Background

The following Departments, Health, Social Services, and Human Services comprise of approximately 1500 users resident at 4 sites across the County. These agencies administer several different programs for the citizens of Nassau County. Some of these programs include Temporary Assistance, Medical Assistance, SNAP, Child Support, Title XX Services Programs, such as Day Care, Foster Care, Adoption, Child Find (formerly CHAP), Early Intervention, Mental Health, and Programs for Office for the Aging.

There are multiple State agencies that oversee the various Programs within these Departments. The Staff use multiple State and Local systems, on the State Human Services Enterprise Network (HSEN), to efficiently perform their work within mandated processing timeframes. In addition to providing computer resources for daily business operations, applications are also externally available around the clock for staff and vendors.

This RFP is seeking a resource that is familiar with current technology, with the skills and knowledge required to program and run the systems at the Department of Health, Social Services and Human Services; who have programmatic/operational knowledge of the interaction between State and Local Systems, will provide expansion and support for the key case management systems that these Departments rely on, and who will be able to create efficiencies through system integration and automation.

Required Skill/Experience

Resource must be able to provide qualified personnel possessing the following minimum requirements:

Operational knowledge of the following NY State public welfare systems and County Local Systems/Data Warehouses:

WMS, BICS, Wang Legacy, CCTA, SCU, SOS, NIFS, NUHRS, NYEIS, KIDS, EITPB, Preschool, CONNECTIONS, Child Find, Early Intervention, OTDA Data Warehouse, OCFS Data Warehouse, Central SOS, eMedNY

IT Qualifications: .NET Compact Framework, ASP.Net, HTML5 (migration of current application for iPad access), SQL 2008 R2 database administration, SSIS, SSRS, COGNOS, Crystal, Javascript, Windows Server 2008 R2 Server and Cluster Management, Backup Exec, RecoverPoint Appliance; Qualified COGNOS person with full range of expertise in COGNOS catalog

development and maintenance; Microsoft background; Expertise in SQL database environment; Experience in web deployments; Expertise in incorporating external data into reporting and analytic processes; Project development of integrated systems within Health, Social Services and Human Services; Data Transformation; Systems Analysis and Database Design

Work to be performed The work to be performed under this RFP will be full-time, on-site personnel service required to maintain the large scale computer systems investment that the agencies has built up over the years. Primary work location is 60 Charles Lindberg Ave, Uniondale, NY. This work will be performed in such a way as to meet the following Departmental priorities:

- Maintain a smoothly operating local production system environment synchronous with NYS's WMS operation
- Analyze the need for and develop internal computer support systems as required
- Effect the migration of applications to work on both the PC and Smart Devices
- Program and maintain computer programs and systems
- Monitor system operation with a view toward balanced system resources
- Develop the computer programming and operating abilities of IT personnel

The tasks required of the individual who would fulfill requirements of this RFP include, but may not be limited to:

- Analyze the need for local computer systems
- Design and develop computer systems
- Write computer applications in ASP.NET (Visual Basic, HTML 5, Javascript)
- Develop reports in SSRS, Cognos 10 and jobs in SSIS
- Assemble computer programs into job streams
- Maintain computer systems and programs.
- Instruct IT personnel in the development and operation of computer systems
- Interact with vendor personnel whom these agencies are contracted with as required to maintain system operations

HSEN Environment (60 CLB Data Center)

County Equipment

- 2-Node Microsoft 2008 R2 Cluster
 - SQL 2008 R2 supporting State and local data
 - Hyper-V Wang Instance running Wang legacy code
 - Electronic Document Repository (50 million documents)
- RecoverPoint- Remote Replication Protection
 - 15 Terabytes of storage

- Synchronous back-up to secondary system at Bethpage Data Center
- **3 server web farm**
 - Windows 2008 R2 (IIS 7.1)
 - Windows Network Load Balance
 - ASP.Net 4.0
 - Hosting 10+ browser based SSL –VPN enabled applications

State Equipment

- 3 File and Printer Servers
- Domain Controller
- State Legacy Mainframe equipment

Software

- Local browser based applications written in ASP.NET 4.0 (HTML 5) with windows authentication
- Cognos 10 Reporting Tools
- Crystal Reports
- SQL Server Reporting Services 2008 R2
- SQL Server Integration Services 2008 R2
- .NET Compact Framework

**Nassau County
Department of Information
Technology**

VenTek Response

Request for Proposal
for

Nassau County Department of Health, Social services, and
Human Services Programmer/System Analyst

August 24, 2015





EXECUTIVE SUMMARY:

VenTek Inc. is a Small Business Enterprise, which offers innovative technology solutions designed to meet the needs of Human services. We are committed to providing high-quality service and integrity to our client partners. We believe that this approach to doing business is the foundation of our success in our long-term business relationships. We have many areas of technical expertise from standalone system to multi-users application. We constantly embrace new technologies and merge them with traditional approaches to create the most appropriate solutions for our clients.

Established in January 2006 to meet the complex needs of Human Services, VenTek Inc. is an organization that has the government experience, commitment, dedication, brainpower, and people with the personal skills to achieve this goal. VenTek knows the Department of Social Services. Our customers, such as Jefferson County and Nassau County, are extremely happy with the way we executed our work with the utmost professionalism and with delivery on time and under budget. These successes prove firsthand how VenTek has been helping government transform from older, outdated tools to the latest state-of-the-art technology.

VenTek employs an unbeatable combination of experienced people, unsurpassed project management skills, and proven best-practiced services. Our people have the skill sets necessary to understand your requirements and provide the solution you need and carry out your objectives with creativeness that will help save County taxpayers money. Many organizations have used our talents and tools to produce high-quality results. VenTek has strived to provide the highest quality offering at a very competitive price. When all this is provided at the right price, the solution is truly unbeatable.



A. INTRODUCTION

Nassau County Department of Information Technology is seeking a resource that is familiar with current technology, with the skills and knowledge required to program and run the systems at the Department of Health, Social Services and Human Services; who have programmatic/operational knowledge of the interaction between State and Local Systems, will provide expansion and support for the key case management systems that these Departments rely on, and who will be able to create efficiencies by developing a more comprehensive integrated program management system for the provision of health and human services. This project will maximize the integration of the large client base that exists within each Department of HHS. This integration will be targeted towards achieving maximum utilization of data to the benefit of the County employee, who provides services, while maintaining the integrity and security of the data. The vendor you select to aid with this process must be able to stand up to your most challenging requests, and be a vendor that is exceedingly knowledgeable of the Nassau's systems. VenTek is committed, dedicated, and have the staff with the personal skills and knowledge to achieve this goal.

Since 2003, through subcontracting, our staff has been providing consulting services to Nassau County Health and Human Services by developing, designing, and implementing Status Tracking. VenTek is a vendor that you have learned can be trusted to deliver results when you need them. Our staff skills, professionalism, and work ethics are what VenTek stands for. Combined with our competitive pricing, we are confident that we are the partner with the solutions that your county needs.

Thank you very much!



B. WORK APPROACH NARRATIVE

Our experiences relating directly with NCHHS system, VenTek staff, have spent many years on-site as members of the development team for No Wrong Door and many of Nassau systems. They have worked hand in hand with all the Departments of Human Services to design and develop new solutions to assist and improved their daily operations. The approach is to have our staff continue to work closely with your team to assist in the expansion and enhancement to your current systems that he helped create. Through the years, VenTek Inc. have accomplished the tasks listed below for Nassau County and we look forward to continuing this relationship:

- Integrate and develop new systems to replace the current Wang legacy systems.
- Provide a recommendation of which technology to apply and potential product which are available to be use.
- Integrate Non-DSS Department personnel data into single Database of Health and Human Services
- Consolidate data of all Departments of Health & Human Services and integrating non-RDBMS (xbaxe, MS Access, MS Excel ect.) into single database(SQL Server)
- We utilized third party components to integrate in our case management system; ViewOne (Daeja Image Systems) to display images and R.a.d Editor (Telerik) to for case notes allowing workers to add additional comments.
- We integrated CRYSTAL Report to generate appointment letters.
- Member of a team to design and develop application to support No Wrong Door Environment
 - Client Tracking,
 - Client Scheduling
 - Client Inquiry Tracking
 - Case Management
 - Personnel
 - Medicaid Spend-down
 - Help Desk system,
 - Security
 - Single Point of Entry(Resource database)
 - SPOT System
 - Emergency Night Service
- Design and develop Applications to replace existed legacy system
 - CAARS, Resource Database Application(Office for Aging),
 - Client Refer System(Department of Mental Health),
 - Client Assessment Tracking(Department of Drug and Alcohol)
- Integration of Lobby Application into Avalon Display System
- Integrate web Reporting environment
 - Authoring
 - Access & Delivery
 - Management
- Data warehouse Development



Attachment A: Trung Ha Revelant Skills & Experiences

Over 18 years of experience in the field of application software development, architecture, analysis, design, development, testing, implementation, support and user training for various systems. Last 13 years has been extensively working with the Nassau County Human Services to redesign, develop and support local system that integrate NYS computer systems and applications, existing local and third party line of business applications.

- Design and Develop solution by preparing and evaluating alternative workflow solutions.
- Establishing a detailed program specification through discussion with clients.
- Breaking down program specification into its simplest elements and translating this logic into a programming language.
- Devising possible solutions to anticipated problems.
- Combining all elements of the program design and testing it.
- Determines database structural requirements by analyzing client operations, analyze source data, applications, and programming; reviewing objectives with clients; evaluating current systems.
- Maintains database performance by identifying and resolving production and application development problems; optimizing database to gain efficiency and reduce latency.
- Testing sample data-sets to check that output from the program works as intended.
- Conducting testing and installing the program into production.
- Troubleshooting problems and resolving the issues by program re-design if necessary.
- Evaluating and increasing the program's effectiveness.
- Adapting the program to new requirements, as regulations, business rules, or work responsibilities changes.
- Maintaining existing software and coding bug-fixes and efficiencies.
- Design and develop solutions for enterprise and departmental business intelligence(SSRS / SSIS / SSAS).
- Analyzing data from different perspectives and summarizing it into useful information - Information that can be used.

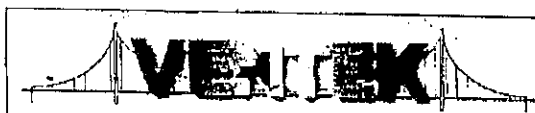
KNOWLEDGE/SKILLSETS

- .NET Compact Framework, ASP.Net, ASP.Net MVC , HTML5, SQL 2008 R2 database administration, SSIS, SSRS, COGNOS, COGNOS catalog, Crystal, JavaScript, Windows Server 2008,2010,2014 R2 Server and Cluster Management, Backup Exec, RecoverPoint Appliance;
- WMS, BICS, Wang Legacy, CCTA, SCU, SOS, NIFS, NUHRS, NYEIS, KIDS, EITPB, Preschool, CONNECTIONS, Child Find, Early Intervention, OTDA Data Warehouse, OCFS Data Warehouse, Central SOS, eMedNY.



PROJECT EXPERIENCE

1. *Status Tracking (STS)*: to track clients visiting the Human Services by registering the client, applicant or visitor when upon arrival on the premises and keeps abreast of their DSS activities until their needs have been met. This is accomplished by the built-in referral process. Once the appropriate DSS (Department of Social Services) personnel see the client, the client can then be referred to a different DSS and HHS (Human Services) area without needless delays or waiting in long lines
2. *Commissioner call log*: tracks all calls regarding services, case & application status or information inquiry. The incident will be log, email, track, and dispose.
3. *Address Inquiry*: Combination of matching by case number, case type, program, name, street name, town and zip. This assist in information, application process and fraud.
4. *App Track*: breaking down pending list of applications by program areas, units, worker and pending period.
5. *TA Recertification*: Integrate TA recertification data and schedules to assign appropriate date and time for client to come in for recertification interview. Export data into excel in the format that can be cut and paste into CNS system to batch mail notification to client. Tracking SN population and UTX alert.
6. *Cash Receipt System*: This system designed to tracking payments, recoups, accounts receivable and accounts payable as well as the handling of daily deposits.
7. *CBIC Form*: electronic referral by worker to CBIC and process to validate and return to worker if the information is incorrect. This required interaction with Status Tracking to trigger activity to be refer.
8. *Managed Care Roster Management*: Preparation for eligibility update email and upload to provider or facilitate enrollment
9. *Medicaid Saving Plan (MSP)*: send application, notices in regarding Medicaid savings plan eligibility, tracking and reports of the applications return
10. *AFIS Call-In*: Tracking of all clients that required finger imaging.
11. *In-House SPOT (IN_SPOT)* : In-house application used in the building by OHHS and DSS to manage the provider information, to authorize the clients to the shelter, and keep track of the client activities like no-show, CNAT (Client Need Assessment Task), and monitor the payment request from the providers



12. *Portal-SPOT (SPOT_PORTAL)* : the portal applications used by the providers to monitor the clients being authorized to their site, indicate client no-show, indicate daily room/bed vacancy, and document CNAT for the clients, record attendance and process payment request
13. *MA Spend-down*: This system designed to ease the workload of workers as well as simplifying the accounting process; the application allows the users to focus very little on endless receipts entry and paper work and more on the task at hand
14. *Services Alert*: system of notifying worker upon client arrival for any of the services.
15. *CAARS(Office of the Aging)*: recording and calculating services provided by community partner or provide center, quarterly data composited and submitted to state.
16. *Community Resource (Office of the Aging)*: utilized by both Office of the Aging staff and the public to inquire about the resources to assist individuals and their caregivers with their long term care decisions.
17. Automate all daily data load and update from SOS database into Local database that utilized by all WANG applications
18. Convert all COGNOS reports to SQL SSRS reports




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/10/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:	
	TechInsurance	PHONE (A/C, No, Ext):	800-888-7020
	1101 Central Expy. South, Suite 250 Allen, TX 76013	FAX (A/C, No):	(877) 826-9067
		E-MAIL:	
		ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
INSURED		INSURER A : Hartford Insurance Company of the Midwest	
Ventek, Inc		INSURER B : Philadelphia Indemnity Insurance Company	
143 Stratford N		INSURER C :	
Roslyn Heights, NY 11677		INSURER D :	
		INSURER E :	
		INSURER F :	
COVERAGES		CERTIFICATE NUMBER	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			46SBMUE9693	4/24/2016	4/24/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/PO/ AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			46SBMUE9593	4/24/2016	4/24/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						OCCUR CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	46WEOL09923	11/7/2016	11/7/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability (Errors and Omissions)			TBA 04 CRL 1793	6/9/2016	6/9/2017	\$3,000,000 / \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)									
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CERTIFICATE HOLDER

Nassau County
1550 Franklin Avenue
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

STATE OF NEW YORK - WORKERS' COMPENSATION BOARD
ESTADO DE NUEVA YORK - JUNTA DE COMPENSACIÓN OBRERA
NOTICE OF COMPLIANCE
TO EMPLOYEES

IMPORTANT INFORMATION FOR EMPLOYEES WHO
ARE INJURED OR SUFFER AN OCCUPATIONAL
DISEASE WHILE WORKING.

- 1 By posting this notice and information concerning your rights as an injured worker, your employer is in compliance with the Workers' Compensation Law.
- 2 If you do not notify your employer within 30 days of the date of your injury your claim may be disallowed so do so immediately.
- 3 You are entitled to obtain first aid or other necessary medical treatment and should do so immediately.
- 4 You may choose any doctor, podiatrist, chiropractor or psychologist referred by a medical doctor that accepts NY State Workers' Compensation patients and is Board authorized. However, if your employer is involved in a certified preferred provider organization (PPO) you must first be treated by a provider chosen by your employer and your employer must give you a written statement of your rights concerning further medical care.
- 5 You should tell your doctor to file copies of medical reports concerning your claim with the Workers' Compensation Board and with your employer's insurance company which is indicated at the bottom of this form.
- 6 You may be entitled to lost time benefits if your work-related injury keeps you from work for more than seven days, compels you to work at lower wages or results in permanent disability to any part of your body. You may be entitled to rehabilitation services if you need help returning to work.
- 7 You should not pay any medical providers directly. They should send their bills to your employer's insurance carrier. If there is a dispute, the provider must wait until the Board makes a decision before it attempts to collect payment from you. If you do not pursue your claim or the Board rules that your injury is not work-related, you may be responsible for payment of the bills.
- 8 You are entitled to be represented by an attorney or licensed representative but it is not required if you do hire a representative do not pay him/her directly. Any fee will be set by the Board and will be deducted from your award.
- 9 If you have difficulty in obtaining a claim form or need help in filing it out, or if you have any other questions or problems about a job-related injury, contact any office of the Workers' Compensation Board.

NYS Workers' Compensation Board
Centralized Mailing

P O Box 5205

Binghamton, NY 13902-5202

Customer Service Line: 877-632-4996

Statewide Fax: 877-533-0337

AVISO DE CUMPLIMIENTO
A EMPLEADOS

INFORMACION IMPORTANTE PARA EMPLEADOS QUE
SEAN LESIONADOS O SUFRAN UNA ENFERMEDAD
OCUPACIONAL MIENTRAS TRABAJAN.

- 1 Su patrono está cumpliendo la Ley de Compensación Obrera cuando despliega este comunicado concerniente a sus derechos como trabajador lesionado.
- 2 Si usted no notifica a su patrono dentro del término de 30 días de haber sufrido su lesión su reclamación podría ser desestimada, por eso notifique inmediatamente.
- 3 Usted tiene derecho a recibir cualquier tratamiento médico necesario relacionado con su lesión y debe gestionarlo inmediatamente.
- 4 Para el tratamiento de cualquier lesión o enfermedad, relacionada con el trabajo usted puede escoger cualquier médico, podiatra, quiroprático o psicólogo (si es referido por un médico autorizado) que este autorizado y acepte pacientes de la Junta de Compensación Obrera. Sin embargo si su patrono está autorizado a participar en una organización certificada de proveedores preferidos (PPO), usted deberá obtener tratamiento inicial para cualquier lesión o enfermedad relacionada con el trabajo de la correspondiente entidad. Patronos que participen en cualquiera de estos programas establecidos por ley están obligados a proveer a sus empleados notificación escrita explicando sus derechos y obligaciones bajo el programa a que este acogido.
- 5 Usted deberá requerir de su Médico que radique copias de los informes médicos de su caso en la Junta de Compensación Obrera y en la compañía de seguros de su patrono, que se indica al final de este forma.
- 6 Usted tiene derecho a compensación si su lesión relacionada con el trabajo le impide trabajar por más de siete días, le obliga a trabajar a sueldo más bajo o resulta en incapacidad permanente de cualquier parte de su cuerpo. Usted puede tener derecho a servicios de rehabilitación si necesita ayuda para regresar al trabajo.
- 7 No pague a ningún proveedor médico directamente por tratamiento de su lesión o enfermedad relacionada con el trabajo. Ellos deben enviar sus facturas al asegurador de su patrono. Si el caso es cuestionado, el proveedor deberá esperar hasta que la Junta decida el caso, antes de iniciar gestión de cobro alguna contra usted. Si usted no tramita su caso o la Junta falla que su lesión o enfermedad no está relacionada con el trabajo, usted podría ser responsable del pago de las facturas.
- 8 No es obligatorio el estar representado en ninguno de los procedimientos de la Junta, pero es un derecho que usted tiene, el estar representado por abogado o por representante licenciado si usted así lo desea. Si es representado, no pague al abogado o al representante licenciado. Cuando la Junta decida su caso, los honorarios serán determinados por la Junta y descontados de sus beneficios.
- 9 Si tiene usted dificultad en conseguir un formulario de reclamación o necesita ayuda para llenarlo o tiene dudas sobre cualquier situación relacionada con una lesión o enfermedad comuníquese con la oficina mas cercana de la Junta.

Robert E. Beloten

ROBERT E. BELOTEN, CHAIRMAN/PRESIDENTE

Workers' Compensation benefits, when due, will be paid by (Los beneficios de Compensación Obrera, cuando debidos, serán pagados por)

Name, address and telephone number of licensed insurance carrier,
authorized group self-insurer or main office of authorized self insurer
HARTFORD INSURANCE COM
PANY OF THE MIDWEST
ONE HARTFORD PLAZA, HARTFORD,
CONNECTICUT 06155
800-327-3536
For Insurance Carriers ONLY Policy No 46 WEC LO9923
Policy in Force from 11/07/15 to 11/07/16

Name of employer (Nombre del patrono)
VENTEK, INC

THIS NOTICE MUST BE POSTED
CONSPICUOUSLY IN AND ABOUT THE
EMPLOYER'S PLACE OR PLACES OF BUSINESS.

Failure by an employer to post this notice in and about the employer's
place or places of business may result in a \$250 penalty for each
violation.

C-105 (1-11) Workers' Compensation Board
Prescribed of by Chairman www.web.ny.gov
State of New York

**STATE OF NEW YORK
WORKERS' COMPENSATION BOARD
NOTICE OF COMPLIANCE
DISABILITY BENEFITS LAW
TO EMPLOYEES**

1. If you are unable to work because of an illness or injury not work-related, you may be entitled to receive weekly benefits from your employer, or his or her insurance company, or from the Special Fund for Disability Benefits.
2. To claim benefits you must file a claim form, within 30 days from the first date of your disability, but in no event more than 26 weeks from such date.
3. Use one of the following claim forms:
 - If when your disability begins you are employed or are unemployed for four weeks or less, use claim form DB-450 which you may obtain from your employer, his or her insurance carrier, your health provider or any office of the Workers' Compensation Board, and send it to your employer or the insurance carrier named below.
 - If when your disability begins you have been unemployed more than four weeks, use claim form DB-300, which you may obtain from any Unemployment Insurance Office, your health provider, or any office of the Workers' Compensation Board. Send completed claim form to the Workers' Compensation Board, Disability Benefits Bureau, Albany, New York 12241. **IMPORTANT:** Before filing your claim, your health provider must complete the "Health Care Provider's Statement" on the claim form, showing your period of disability.
4. You are entitled to be treated by any physician, chiropractor, dentist, nurse-midwife, podiatrist or psychologist of your choice. However, unlike workers' compensation, your medical bills will not be paid unless your employer and/or union provide for the payment of such bills under a Disability Benefits Plan or Agreement.
5. If you are ill or injured during the time you are receiving Unemployment Insurance Benefits, file a claim for Disability Benefits as soon as you sustain the injury or illness, by following the instructions outlined above.
6. If you are out of work in excess of seven days, your employer is required to send you a Disability Benefits Statement of Rights (Form DB-271).
7. Other information about Disability Benefits may be obtained by writing or calling the nearest Workers' Compensation Board Office.

WORKERS' COMPENSATION BOARD OFFICES

Albany, 12241 - 100 Broadway-Menands - (866) 750-5157
 Binghamton, 13901 - State Office Bldg.-44 Hawley St. - (866) 802-3804
 Brooklyn, 11201 - 111 Livingston St. - Brooklyn - (800) 877-1373
 Buffalo, 14202 - Staller Towers - 107 Delaware Ave. - (866) 211-0845
 Hauppauge, 11788 - 220 Rahro Drive - Suite 100 - (866) 681-5354
 Hempstead, 11550 - 175 Fulton Avenue - (866) 805-3630
 New York, 10027 - 215 W. 129th St. - Manhattan - (800) 877-1373
 Peekskill, 10668 - 41 North Division St. - (866) 746-0850
 Queens, 11432 - 168-18 31st Ave. - Jamaica - (800) 877-1373
 Rochester, 14614 - 130 Main Street West - (866) 211-0644
 Syracuse, 13203 - 35 James St. - (866) 802-3730

The undersigned employer is in compliance with the provisions of the Disability Benefits Law (El patron abajo firmante esta en conformidad con las disposiciones de la ley de Beneficios por incapacidad).
 Disability Benefits, when due, will be paid by (Los Beneficios por Incapacidad, cuando debidos, seran pagados por)

HARTFORD LIFE AND ACCIDENT
 PO BOX 2999, Hartford, CT 06104-2999

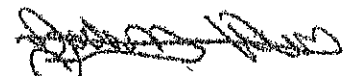
Effective From 10/01/16 To 09/30/16
 (En Vigor Desde) LNY 624182 001 (Hasta)
 Policy No.
 (Poliza No.)

THE WORKERS' COMPENSATION BOARD EMPLOYS AND SERVES
 PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION
 LA JUNTA DE COMPENSACION OBRERA EMPLEA Y
 SIRVE A PERSONAS INCAPACITADAS SIN DISCRIMINAR

DB-120 (10-07) Prescribed by Chair
 Workers' Compensation Board
 State of New York

**ESTADO DE NUEVA YORK
JUNTA DE COMPENSACION OBRERA
AVISO DE CUMPLIMIENTO
LEY DE BENEFICIOS POR
INCAPACIDAD A LOS EMPLEADOS**

1. Si usted no puede trabajar debido a enfermedad o lesión no relacionada con el trabajo, podría tener derecho a recibir beneficios semanales de su patron o de la compañía de seguros de él/ella o del Fondo Especial para Beneficios por Incapacidad.
2. Para reclamar beneficios usted debe presentar una forma de reclamación, dentro de 30 días a partir de la primera fecha de su incapacidad, pero en ningún caso más de 26 semanas de dicha fecha.
3. Use una de las siguientes formas de reclamación:
 - Si, cuando comience su incapacidad usted está empleado o ha estado desempleado por cuatro semanas o menos, use la forma de reclamación (Form DB-450) la cual puede obtener de su patron o de la compañía de seguros de él/ella, o de su proveedor de cuidados de salud, o bien de cualquier oficina de la Junta de Compensación Obrera, y envíela a su patron o a la compañía de seguros nombrada abajo.
 - Si cuando comience su incapacidad, usted ha estado desempleado más de cuatro semanas, use la forma de reclamación (Form DB-300), la cual puede obtener en cualquier Oficina de Seguro de Desempleo, de su proveedor de salud, o bien de cualquier oficina de la Junta de Compensación Obrera. Envíe la forma de reclamación debidamente terminada, a Workers' Compensation Board Disability Benefits Bureau, Albany, New York 12241. **IMPORTANTE:** Antes de presentar usted su reclamación, es necesario que su proveedor de salud complete la declaración del médico ("Health Care Provider's Statement") en la forma de reclamación, indicando el periodo de su incapacidad.
4. Usted tiene derecho a ser tratado por cualquier médico, quiropráctico, dentista, enfermera-partera, podiatra o psicólogo que usted elija. Pero, contrario a la compensación obrera, sus cuentas médicas no serán pagadas a menos que su patron y/o Unión haga el pago de tales cuentas médicas bajo un Plan o Convenio de Beneficios por Incapacidad.
5. Si estuviera usted enfermo o lesionado durante el tiempo que esté recibiendo beneficios del Seguro de Desempleo, presente una reclamación para Beneficios por Incapacidad siguiendo las instrucciones arriba descritas, tan pronto como sufra la lesión o la enfermedad.
6. Si usted está desempleado por más de siete días, su patron está obligado a enviarle la Declaración de Derechos de Beneficios por Incapacidad (Form DB-271).
7. Otras informaciones relativas a Beneficios por Incapacidad pueden obtenerse escribiendo o llamando a la oficina más cercana de la Junta de Compensación Obrera.


 ZACHARY S. WEISS
 CHAIR/PRESIDENTE

www.wcb.state.ny.us

The benefits provided are (Los beneficios provistos son)

☒ Statutory ☐ Under a Plan or Agreement

Class(es) of employees covered (Clase(s) de empleados amparados)

All Employees Eligible under NYS DBL Law

Name of employer (Nombre del Patron)

VENTEK INC.

By 

**THIS NOTICE MUST BE POSTED CONSPICUOUSLY IN AND
 ABOUT THE EMPLOYER'S PLACE OR PLACES OF BUSINESS.**



Information Technology Contract Routing

mreynolds Support Logout

E-186-16

[Home](#)

Contract Details

[< Back](#)[Print Routing Slip](#)[View NIPA Approval Form](#)

Contract ID#: COIT15000026

Department: Information
TechnologyCapital Project: ☐ X

NIFS ID#: CLIT16000006

NIFS Entry Date: 06/02/2016

SERVICE: Programmer/ System Analysis

Select Term Dates

From 09/19/2015

To 09/19/2017

Term (If dates are not
available):

Check Appropriate Boxes

Select Yes/No For The Following

Slip Attachments

[Add Attachment](#)

Slip Type: Amendment

Questions

Time Extension ☒ X

1) Mandate Program:

Yes No

Addl. Funds ☒ X

2) Comptroller Approval

Form Attached: Yes No

Blanket Resolution ☐ X

RES#

3) CSEA Agmt. 32

Compliance Attached: Yes No

4) Vendor Ownership &

Mgmt. Disclosure

Attached: Yes No

5) Insurance Required:

Yes No

Document

Type

Download

Uploaded

Amendment_1

Download

13-JUN-16

Vendor

Download

06-JUN-16

Disclosure

Exhibit A form

Download

06-JUN-16

Exhibit B form

Download

06-JUN-16

Owner and

Download

06-JUN-16

Management

Information

Principal

Download

06-JUN-16

Questionnaire

Form

Insurance

Download

13-JUN-16

Comptroller

Download

06-JUN-16

Approval

Contract

Download

06-JUN-16

Business

Download

06-JUN-16

History Form

1 - 1

Add Notes

[Add Notes](#)

no data found

Actions

User	Dept.	Action	Date
PGALLAGHER	County Attorney	APPROVED	06/14/2016 09:26
RDALLEVA	Budget	APPROVED	06/09/2016 10:04
NSTANTON	Information Technology	APPROVED	06/06/2016 15:15

1 - 3

Agency Information

Routing Slip

Department

NIFS Entry (Dept)

☒

Last Action:

06-JUN-16 -- VMANUCHA

NIFS Approval (Dept. Head)

☒

Last Action:

06-JUN-16 -- NSTANTON

OMB

NIFA Approval:

☒

Last Action:

09-JUN-16 -- TLOVE

NIFS Approval

☒

Last Action:

09-JUN-16 -- TLOVE

County Attorney

CA RE & Insurance Verification

☒

Last Action:

14-JUN-16 -- PGALLAGHER

CA Approval as to Form

☒

Last Action:

14-JUN-16 -- PGALLAGHER

Leg. Approval Required

Yes

Last Action:

Legislative Affairs

Approved by Legislature/Review Complete:

☒

Last Action:

Resolution:

Local Number

Ordinance Number:

Vote Date:

Status

Vote Count:



Comptroller

Not for Profit?

☒

Front Office:

☒

Last Action:

Claims:

☒

Last Action:

Legal:

☒

Last Action:

Requires NIFA Approval

☒

Last Action:

Deputy:

☒

Last Action:

Accounting / NIFS Approval

☒

Last Action:

NIFA Approval

NIFA Approval:

Last Action:

X

NIFA Resolution #:

NIFA Notes:

County Executive

 7/18/16

Notarization Filed with Clerk of the Leg.

Last Action:

☐ X**Contract Summary****Purpose:**

Onsite Personnel service of Programmer/System Analysis is required for the large scale computer systems by the Department of Health, Social Services, and Human Services, to smoothly operate local production system environment synchronous with NYS's WMS operation. To Analyze, develop and maintain computer programs and systems. The Amendment is to amend the effective date of contract from to 9/19/2015, as the services are being provided since then. It also extends the contract exercising the term renewal for one additional year to terminate on September 19, 2017. Therefore increase the maximum amount by \$200,000.00 to pay for services for the renewal year.

Method of Procurement:

Streamlined RFP

Procurement History:

The contract was entered into after a written request for proposals a streamlined RFP was issued on August 19th, 2015. Potential proposers were made aware of the availability of the RFP by emailing to five potential proposers. Proposals were due on September 2, 2015. Only 2 proposals were received and evaluated. The evaluation committee consisted of: Susan Salerno, Tawanna Turner and Xuyen Ly. The proposals were scored and ranked, scoring sheets are attached. As a result of the scoring and ranking, VenTek was selected.

Description of General Provision:

Vendor will provide Nassau County Programmer/System Analyst services that will meet the Departmental priorities

1. Maintain a smoothly operating local production system environment synchronous with NYS's WMS operation
2. Analyze the need for and develop internal computer support systems as required
3. Effect the migration of applications to work on both the PC and Smart Devices
4. Program and maintain computer programs and systems
5. Monitor system operation with a view toward balanced system resources
6. Develop the computer Programming and operating abilities of IIT Personnel

Impact on Funding / Price Analysis

Increase the maximum amount of the Agreement by \$200,000.00

Change in Contract from Prior Procurement:

n/a

Recommendation: (Approve as Submitted)**Advisement Information**

Budget Codes		Funding Source	Object Codes	
Fund:	Control:	Revenue Contract	1	Amount:
ITGEN	1950	X	ITgen1950/DE500	.01
Resp:	Object:	County:	2	Amount:
		200000.01	ITgen1950/DE500	200000
Transaction		Federal:	3	Amount:
		0		0
Project Number:		State:	4	Amount:
		0		0
Project Detail:		Capital:	5	Amount:
		0		0
Renewal		Other:	6	Amount:
% Increase		0		0
		Total:		Total:

% Decrease

\$200,000.01

\$200,000.01

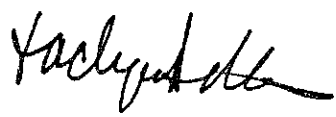
Prepared By:

Vandana Manucha

Prepared On:

02-JUN-16

Set Screen Reader Mode On
release 1.0

Approved by CA in NIFS 7/27/16 Yachya 

Amendment #1

THIS AMENDMENT dated as of the date of execution by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Health, Social Services, and Human Services, having its principal office at 60 Charles Lindenburg Avenue, Uniondale, New York 11553 (the "Department"); and (ii) VenTek Inc, a New York corporation, having its principal office at 143 Stratford N, Roslyn Heights, NY 11577 (the "Contractor").

WITNESSETH:

WHEREAS, the County requires programmer/ systems analysis services to maintain the large scale computer systems at the Department (the "Services"); and

WHEREAS, a Request for Proposals for the Services was issued on August 19, 2015 (the "RFP"); and

WHEREAS, the Contractor submitted a response to the RFP on August 24, 2015 that was found to be beneficial to the County; and

WHEREAS, the Contractor was awarded a contract on September 18, 2015; and

WHEREAS, the Contractor has been providing the Services to the County on an ongoing basis since September 19, 2015; and

WHEREAS, the Services are performed by the Contractor pursuant to County contract CQIT15000026 executed on behalf of the County on April 25, 2016, (the "Agreement"); and

WHEREAS, the Effective Date was defined in the Agreement as the date of execution by the County; and

WHEREAS, the term of the Agreement commenced on the Effective Date and will continue for a period of one year, unless terminated sooner in accordance with the provisions of the Agreement (the "Original Term"); and

WHEREAS, the Original Term contains options to renew the Agreement at the County's sole discretion for four (4) additional one (1) year periods under the same terms and conditions ("Term Renewal Option" or collectively the "Term Renewal Options"); and

WHEREAS, the maximum amount that the County agreed to pay the Contractor for the Services under the Agreement is One Hundred and Ninety-Seven Thousand, Four Hundred Dollars (\$197,400.00) (the "Maximum Amount"); and

WHEREAS, the County and the Contractor desire to amend the Original Term in accordance with the terms and conditions set forth herein, exercise one (1) Term Renewal Option, and increase the Maximum Amount; and

WHEREAS, the services contemplated by the Agreement and this Amendment #1 are personal services within the context and purview of Section 2206 of the County Government Law of Nassau County.

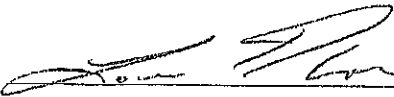
NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Amended Effective Date: The Amended Effective Date shall be defined as September 19, 2015.
2. Amended Term. The term of the Agreement commenced on the Amended Effective Date and will continue for a one (1) year period so that the termination date of the Agreement shall be September 19, 2016.
3. Term Renewal: The County hereby exercises one (1) Term Renewal Option under the Agreement so that the Agreement will terminate on September 19, 2017, unless terminated sooner in accordance with the provisions of the Agreement. Notwithstanding the foregoing, the County reserves the right pursuant to the Agreement to exercise further Term Renewal Options and exercise any of the three (3) remaining Term Renewal Options under the same terms and conditions.
4. Maximum Amount. The Maximum Amount shall be increased by Two Hundred Thousand Dollars (\$200,000.00), so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided shall be Three Hundred and Ninety Seven-Thousand, Four Hundred Dollars (\$397,400.00).
5. Insurance. Paragraph 14(a) of the Agreement shall be deleted in its entirety and replaced with the following language:

 (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less three million dollars (\$3,000,000.00) per claim; (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.
6. Full Force and Effect. All the terms and conditions of the Agreement not expressly amended herein shall remain in full force and effect and govern the relationship of the parties for the term of the Agreement.

IN WITNESS WHEREOF, the Contractor and the County have executed this Amendment # 1 as of the date of execution by the County.

VenTek, Inc.

By: 

Name: Loan Phan, PhD

Title: President / CEO

Date: 6/9/16

NASSAU COUNTY

By: 

Name: Charles Robnak

Title: Deputy County Executive

Date: 9/18/16

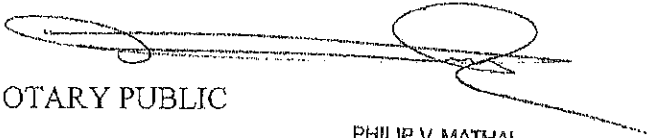
PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK

COUNTY OF NASSAU)

On the 9th day of June in the year 2014 before me personally came
Loan Phan to me personally known, who, being by me duly sworn, did depose and say
that he or she resides in the County of Nassau; that he or she is the President/CEO of
VenTek Inc, the corporation described herein and which executed the above
instrument; and that he or she signed his or her name thereto by authority of the board of directors of said
corporation.

NOTARY PUBLIC


PHILIP V. MATHAI
Notary Public, State of New York
Qualified in Nassau County
No. 01MA6206319
My Commission Expires May 18, 2017

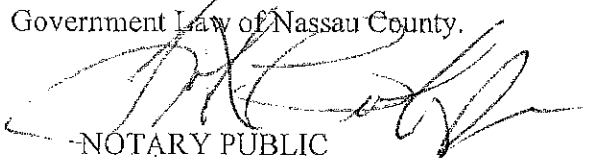
STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 9 day of September in the year 2016 before me personally came
Charles Ribando to me personally known, who, being by me duly sworn, did depose and say
that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of
the County of Nassau, the municipal corporation described herein and which executed the above
instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County
Government Law of Nassau County.

NOTARY PUBLIC


FRANCIS X. BECKER II
Notary Public, State of New York
No. 018E672153
Qualified in Nassau County
Commission Expires February 18, ~~2019~~ 2019



E-158-17

Contract ID:CQPK17000033**Department:** Parks**Capital:**

SERVICE: Lakeside Theatre Concert

NIFS ID #:CQPK17000033

NIFS Entry Date: 17-MAY-17

Term: from 01-JUN-17 to 30-SEP-17

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: Phil Citron, Inc.	Vendor ID#: [REDACTED]
Address: [REDACTED] [REDACTED]	Contact Person: Ross Atamian
	Phone: [REDACTED]

Department:
Contact Name: Eileen Krieb
Address: Administration Bldg. Eisenhower Park E. Meadow, NY 11554 Phone: 516-572-0378

Routing Slip

Department	NIFS Entry: X	22-MAY-17 -- PABUFFOLINO
Department	NIFS Approval: X	05-JUN-17 -- LBARKER
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	09-JUN-17 -- RDALLEVA
OMB	NIFS Approval: X	05-JUN-17 -- MSEIDLER
County Atty.	Insurance Verification: X	05-JUN-17 -- DMCDERMOTT
County Atty.	Approval to Form: X	05-JUN-17 -- DMCDERMOTT
Dep. CE	Approval: X	23-JUN-17 -- CRIBANDO

Leg. Affairs	Approval/Review: X	12-JUN-17 -- MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: To provide musical performances Tony Orlando and Mary Eisenhower at Lakeside Theatre, Eisenhower Park, on August 5, 2017 starting at 7:30pm.
Method of Procurement: Each artist and musical performer, possesses such individual skills that they cannot be evaluated through a competitive bidding process. In fact, an increasing number of states, municipalities and sub-divisions have codified the determination that entertainers and artists are considered sole source. These include the New York City Department of Education, the States of Virginia and West Virginia, the District of Columbia, and several state universities, among others.
Procurement History: The Lakeside Theatre has been providing quality programming to the general Nassau County public each summer since the late 1960s.
Description of General Provisions: Musical performance of 2 hour duration on August 5, 2017 at Lakeside Theatre. Total cost: \$38,000.00
Impact on Funding / Price Analysis: None- Hotel/Motel Tax Grant Program \$38,000.00
Change in Contract from Prior Procurement: n/a
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GRT	Revenue		1	PKGRT9700DE500	\$ 38,000.00
Control:	PK	Contract:				\$ 0.00
Resp:	GRT9700	County	\$ 0.00			\$ 0.00
Object:	DE500	Federal	\$ 0.00			\$ 0.00
Transaction:	103	State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 38,000.00			\$ 0.00
		TOTAL	\$ 38,000.00		TOTAL	\$ 38,000.00

RENEWAL	
% Increase	
% Decrease	



Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Phil Citron, Inc.

2. Dollar amount requiring NIFA approval: \$38000

Amount to be encumbered: \$38000

This is a New

If new contract - \$ amount should be full amount of contract

If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 6/1/17-9/30/17

Has work or services on this contract commenced? N _____

If yes, please explain:

4. Funding Source:

General Fund (GEN)

Grant Fund (GRT)

Capital Improvement Fund (CAP)

X Other

Federal % 0

State % 0

County % 0

Is the cash available for the full amount of the contract?

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N

Has NIFA approved the borrowing for this contract?

N

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

To provide musical performances Tony Orlando and Mary Eisenhower at Lakeside Theatre, Eisenhower Park, on August 5, 2017 starting at 7:30pm.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature Not Applicable

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Date	Amount

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

RDALLEVA

09-JUN-17

Authenticated User

Date

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

☐ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Authenticated User

Date

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User

Date

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU
COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS
AND PHILIP CITRON, INC.

WHEREAS, the County has negotiated a personal services agreement
with Philip Citron, Inc. to obtain and promote the services of Tony Orlando
for a musical performance, a copy of which is on file with the Clerk of the
Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said agreement
with Philip Citron, Inc.

George Maragos
Comptroller



Redacted
COPY

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Philip Citron, Inc.

CONTRACTOR ADDRESS: [REDACTED]

FEDERAL TAX ID #: [REDACTED]

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. X Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- X A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

Instructions with respect to Sections VII, VIII and IX: All Departments must check the box for VII. Then, check either box Section VIII or IX, as applicable.

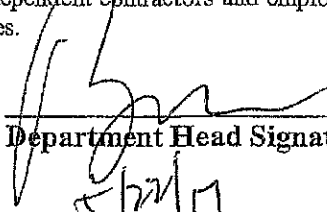
VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☒ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☒ a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature



Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

EDWARD P. MANGANO
COUNTY EXECUTIVE



BRIAN NUGENT
CHIEF DEPUTY COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554

May 8, 2017

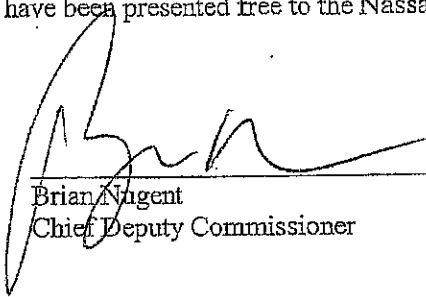
SERVICE: Personal Services Contract for Lakeside Theatre Programming: Philip Citron, Inc.
Re: Live Musical Performance starring Tony Orlando on August 5, 2017
at Lakeside Theatre, Eisenhower Park

The above contractor will provide a professional musical performance by Tony Orlando for the annual Salute to Veterans show for the residents of Nassau County for the above mentioned concert. The compensation to this presenter is consistent with fees for this performer.

Tony Orlando has performed at the Salute to Veterans show for four years. For each of these performances, Philip Citron, Inc. has been the procurer of Mr. Orlando's performance through his long standing arrangement with Mr. Orlando's agent. Last fall, Mr. Orlando reached out to Ross Atamian of Philip Citron Inc. to inquire about Nassau County's desire to have him return to Lakeside for the Salute to Vets Show. Mr. Orlando made that contact as a courtesy before he committed himself to any other venue for the August 5 date.

Mr. Orlando is well suited to a program dedicated to the military and the veteran population of Nassau County, and his annual appearance has boosted the attendance at this show, which has been presented at the Lakeside Theatre for over thirty years, with varying levels of attendance success. It was mutually agreed that Mr. Orlando should appear once again, and since Mr. Orlando contacted Mr. Citron exclusively to facilitate this booking, it could not be coordinated by any other broker, producer or presenter. Once an extended relationship between a producer and talent is established, no other producer will be considered by the talent, unless the original producer has no desire to facilitate a booking. Therefore, this service is specialized and involves skills that cannot be evaluated through a competitive bid process. These services cannot be provided by any staff currently employed by the County.

Performances at Lakeside Theatre in Eisenhower Park have been presented free to the Nassau County public since the Theater's creation in the late 1960's


Brian Nugent
Chief Deputy Commissioner

BN;CAG

Exhibit A



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NO

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 4/24/17

Vendor: Philip Citron Insurance

Signed: [Signature]

Print Name: Philip Citron

Title: President

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name ROSS Alonzo
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address [REDACTED]
City/state/zip [REDACTED]
Telephone [REDACTED]
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President 1 / 1 / 17 Treasurer _____
Chairman of Board _____ Shareholder _____
Chief Exec. Officer _____ Secretary _____
Chief Financial Officer _____ Partner _____
Vice President _____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES X NO _____ If Yes, provide details. 100%
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES _____ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO _____
If Yes, provide details. REA Productions

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ☒
 If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
 Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES ___ NO ☒ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ___ NO ☒ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ☒ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ___ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ☒ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ___ NO ☒ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ___ NO ☒ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ___ NO ☒ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ___ NO ☒ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ___ NO ☒ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ___ NO ☒ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Ross Haniwa, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 24TH day of April 2017

Joy B. Pesante
Notary Public

JOY B. PESANTE
Notary Public, State of New York
Qualified in King County
No. 01PE6271100
My Commission Expires 1-20-2021

Philip Chen Incorporated
Name of submitting business

Ross Haniwa
Print name

[Signature]
Signature

President
Title

4 / 24 / 17
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 4/24/14

1) Proposer's Legal Name: Ross Alonizal

2) Address of Place of Business: [REDACTED]

List all other business addresses used within last five years:

3) Mailing Address (if different): [REDACTED]

Phone: [REDACTED]

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: [REDACTED]

5) Federal I.D. Number: [REDACTED]

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation Other (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ☒ No ☐ If Yes, please provide details: [REDACTED]

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: [REDACTED]

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ☒ If Yes, provide details. _____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No ☒ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ☒ If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No ☒ Yes ___ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No ☒ Yes ___ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ☒ Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? _____

No ☒ Yes ____ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ☒ Yes ____ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ☒ Yes ____; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ☒ Yes ____ If Yes, provide details for each such year. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO CONFLICT EXISTS

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO CONFLICT EXISTS

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. NO

CONFLICT EXISTS

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. NO CONFLICT EXISTS

IN THE EVENT A CONFLICT ARISES, THE COUNTY WILL BE NOTIFIED TO MAKE A DETERMINATION.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation; 11/19/93
 - ii) Name, addresses, and position of all persons having a financial interest in the company including shareholders, members, general or limited partner; Ross Alonzo
 - iii) Name, address and position of all officers and directors of the company;
 - iv) State of incorporation (if applicable); NY → Ross Alonzo - President
 - v) The number of employees in the firm; 1
 - vi) Annual revenue of firm; [REDACTED]
 - vii) Summary of relevant accomplishments; PCI books approx 150 concerts and other live events for clients throughout the Greater Northeast.
 - viii) Copies of all state and local licenses and permits. → over 10 - PCI has been producing Nassau County's Summer concerts for over 10 years.
- B. Indicate number of years in business. 24
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Was Josey Institute of Technology

Contact Person Eldo Ruiz

Address _____

City/State _____

Telephone [REDACTED]

Fax # _____

E-Mail Address [REDACTED]

Company American Music Theatre

Contact Person James Moran

E-Mail Address

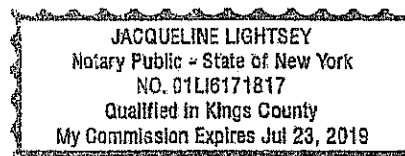
CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Ross Adamick, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 24th day of April, 2017 JK

Jacqueline Lightsey
Notary Public



Name of submitting business: Philip Citron Incorporated

By: Ross Adamick

[Signature]
Print name
Signature

President
Title

4, 24, 17
Date

COUNTY OF NASSAU
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: QWIP Citron Incorporated

Address: [REDACTED]

City, State and Zip Code: [REDACTED]

2. Entity's Vendor Identification Number: [REDACTED]

3. Type of Business: ☒ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

ROSS Abunian - 475 43rd Ave #3810 - Long Island City, NY 11109

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

SAMP

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

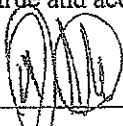
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 5/2/14

Signed: 

Print Name: Ross Atamian

Title: President

Page 4 of 4

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Parks, Recreation & Museums, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and Philip Citron, Inc., with offices at [REDACTED] (the "Promoter" or "Contractor").

WITNESSETH:

WHEREAS, the County has received funding from the State of New York pursuant to State Tax Law §1202-q and appropriated said funds to the Department in accordance with said law in order to improve and advance the marketability of cultural and historic attractions located in the County;

WHEREAS, the Promoter desires to perform the services described in this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on June 1, 2017 and shall terminate on September 30, 2017, or upon the completion of the Program as that term is defined below in Section 2, unless sooner terminated as provided for herein.

2. Program. The Promoter is hereby retained by the County to obtain the services of the following:

Tony Orlando (the "Performers"), for one (1) live musical performance at Lakeside Theatre, Eisenhower Park; to be held on August 5, 2017, starting at 8:00 p.m. for a 90minute performance. (the "Program"), including set-up. The Performers must appear for a sound check on the day of the Program, at a time to be determined by the Department, and must appear at least sixty (60) minutes prior to the commencement of the program. The Promoter will not receive its compensation in the event the Performers fail to appear as stated herein.

The Promoter shall be responsible, at its own cost and expense, , supplying all hotel rooms, airfare, ground transportation, the band(s),. Breakdown shall commence immediately after the completion of the performance.

The County shall supply venue stage, sound, lighting, backline and reasonable hospitality (per marked up rider).

At least ten (10) days prior to the Program, the Promoter shall provide to the Department the Program's complete production details and stage plot. Nassau County production rep, as well as promoter are responsible for all advancing and production discussions with artist production rep.

3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed ~~Thirty-eight thousand dollars (\$38,000.00).~~ This amount is inclusive of Performer's and Promoter's fee, and any and all expenses including, but not limited to, promotion expenses, travel, hotels, ground and air fares, and rehearsal, and shall be payable as follows:

This amount is inclusive of any and all expenses including travel, lodgings, and rehearsal and shall be payable as follows:

- (i) An advance payment of fifty (50%) percent of the maximum amount (\$19,000.00), is payable to the Promoter upon the execution of this Agreement by all parties and submission of the payment voucher(s) as herein described. Payment of the advance amount shall be contingent upon submission of written proof of booking of all of the Performers, along with a standard County claim voucher (the "Voucher") certified by the Promoter, approved by the Department and filed with the Comptroller of the County. The Promoter must provide County with two (2) signed original claim vouchers and an invoice on the corporate letterhead.
- (ii) The balance payment (\$19,000.00) will be payable to the ~~Performer~~ ^{Promoter RA} after the completion of the Performance. In the event the Performance is not completed in accordance with this Agreement, the Performer shall remain liable to the County for return of the advance payment and second check immediately.
- (iii) The Contractor shall be responsible for: (a) the procurement and performance of the aforesaid Performers; , (b) payment of said Performers; ; and (c) any other matters required to complete its obligations under this Agreement.

(iv) Reconciliation -- If the contract is terminated or Program cancelled for any reason prior to completion of Program, and due to no fault of the County, the Contractor shall be responsible for reimbursing the advance payment to the County described in 3(a)(i) above. Reimbursement of the advance payment shall be made within seven (7) business days from notice of cancellation or when performance was due, whichever is sooner.

(b) Vouchers: Voucher Review, Approval and Audit. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Promoter submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the

payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the County.

(d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Promoter following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Promoter received notice that the County did not desire to receive such services.

4. Independent Contractor. The Promoter is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Promoter (a "Promoter Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Promoter is not in arrears to the County upon any debt or contract and it is not in default as surety, Promoter, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Promoter shall comply and shall comply with any and all applicable Federal, State and local Laws, including, but not limited to, prevailing and living wage laws, those relating to the reproduction or performance of proprietary or copyrighted materials and works of third parties and to the protection of the intellectual property rights associated with such work, conflicts of interest, discrimination disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of

performance and administration of the contract or as required by law. The parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Promoter of such request prior to disclosure of the Information so that the Promoter may take such action as it deems appropriate.

(c) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

7. Minimum Service Standards. Regardless of whether required by Law:

(a) The Promoter shall, and shall cause Promoter Agents to conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Promoter shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Promoter operates. The Promoter shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Promoter Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Promoter shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Promoter or a Promoter Agent, regardless

of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Promoter shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Promoter shall indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all Losses arising from the use by the Promoter of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing shall apply regardless of the means of publication or performance by the Promoter, and shall include without limitation the use of recordings, audio broadcasts, video broadcasts and all other publication or performances whatsoever, whether now known or developed after the date of this Agreement.

(c) The Promoter shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Promoter own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Promoter is responsible under this Section, and, further to the Promoter's indemnification obligations, the Promoter shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(d) The Promoter shall, and shall cause Promoter Agents to cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Promoter and/or a Promoter Agent in connection with this Agreement.

(e) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation is granted in favor of the County of Nassau.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State maintains

an A.M. Best rating of at least A- and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

(d) **IMPORTANT:** a Certificate of Insurance is to be issued to the County of Nassau on an acceptable form which shows that the coverage has been obtained and that the County will be given ten (10) days of notice of cancellation.

The following must be on Certificate of Insurance to be valid and acceptable for Nassau County Department of Parks, Recreation and Museums:

Insured:

Philip Citron, Inc.
1650 Broadway, Suite 303
New York, NY 10019

Description of Operations:

The Certificate holder, Nassau County, is included as an Additional Insured
Event(s): Tony Orlando
Date(s): August 5, 2017
Location: Lakeside Theatre & Eisenhower Park, East Meadow, New York 11554

Certificate Holder:

County of Nassau
1550 Franklin Avenue
Mineola, New York 11501

NOTE: County as a certificate holder ONLY is **NOT ACCEPTABLE**

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon eighteen (18) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Promoter. This Agreement may be terminated by the Promoter if performance becomes impracticable through no fault of the Promoter where the impracticability relates to the Promoter ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Promoter delivering to the commissioner or other head of the Department (the "Commissioner"), at least thirty (30) days prior to the termination date (or a shorter period if thirty days' notice is impossible), a notice stating (i) that the party is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the party's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

12. Accounting Procedures; Records. The Promoter shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Promoter is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at

all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, the Promoter shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Promoter shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Promoter shall allege that the above-described actions and inactions preceded the Promoter's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Promoter is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Promoter use a Promoter Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Promoter Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the

Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Promoter shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Promoter, to the attention of the person who executed this Agreement on behalf of the Promoter at the address specified above for the Promoter, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a)

Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of One Hundred Sixty Dollars (\$160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

20. Streaming Video. The Performer and/or Promoter hereby acknowledge that the County, in its sole discretion, may elect to stream the performance live over the Nassau County website for the benefit of Nassau County residents.

21. Miscellaneous.

(a) The Promoter hereby acknowledges and agrees that the Department shall have sole discretion in determining whether the Program should be cancelled due to inclement weather or other dangerous or emergency condition. The decision to cancel the Program due to inclement weather or other dangerous or emergency condition may be made by the Department up to one half (1/2) hour before the commencement of the Program. In the event the Program is cancelled due to inclement weather or other dangerous or emergency condition, not caused by the Promoter or the Performer, the Promoter shall be paid in full, provided the Performer was willing and able to perform, appeared at the sound check and at the venue prior to the Program being cancelled.

(b) The Promoter grants the Department a limited, non-exclusive, license to use the Promoter and/or the Performer's name, image and Trademark (as hereinafter defined) in connection with advertising, promotion and/or publicity for the Program. Without the prior written approval by the Department, the County and Department's Trademark shall not be used in connection with the Promoter's and/or the Performers' own promotion and advertisement of the Program. For this Agreement, the term "Trademark" shall include name, trade names, service marks, logos, symbols, design image, seals, flag and symbols.

(c) The Promoter represents and warrants that it is the authorized agent for the Performer and has the authority to enter into this Agreement on the behalf of the Performer and agrees that as the authorized agent, by executing this Agreement, the Performer shall be bound by the terms and conditions contained herein. The Promoter further acknowledges and agrees for the purposes of undertaking this Agreement each shall be jointly and severally liable to third parties, including, but not limited to, the County, for the acts or omissions of the Promoter and/or the Performer.

(d) Promoter acknowledges that the Nassau County Executive shall make introductory remarks at the beginning of each of the Performances of the Program.

(e) The Performer, Tony Orlando, shall make himself available for photographs prior to their respective performances.

(f) All authorized County personnel and Contractors shall have unrestricted access to the backstage areas and all other areas required to be accessed during the Program. The Commissioner of Parks or his representative shall make any determination as to those employees and/or Contractors who shall have such access.

(g) All decisions respecting stage and set decorations shall be made by the County, in its sole discretion.

(h-i) The County has final approval over all "Riders" between the Promoter and the Performers.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

- (a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
- (b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, the Promoter and the County have executed this Agreement as of the date first above written.

PHILIP CITRON, INC.

By: 

Name: Ross Newman

Title: President

Date: 4/20/17

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

JURAT WITH AFFIANT STATEMENT

State of New York }
County of New York } ss.

- ☒ See Attached Document (Notary to cross out lines 1-7 below)
☐ See Statement Below (Lines 1-7 to be completed only by document signer[s], not Notary)

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____
7 _____

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

Subscribed and sworn to (or affirmed) before me

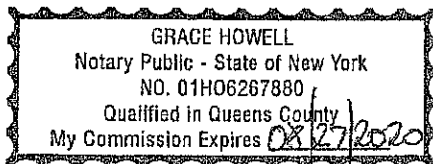
this 20th day of April, 2017, by
Date Month Year

Ross Atanian

Name of Signer No. 1

Name of Signer No. 2 (if any)

Signature of Notary Public



Place Notary Seal/Stamp Above

Any Other Required Information
(Residence, Expiration Date, etc.)

OPTIONAL

This section is required for notarizations performed in Arizona but is optional in other states. Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Contract for Services

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

STATE OF NEW YORK)

) ss:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2017 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; and that he or she signed his or her name hereto and has executed the above instrument.

NOTARY PUBLIC

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year ____ before me personally came _____ to me personally known, who, being duly sworn, did depose and said that (s)he resides in _____ County; that (s)he is the County Executive or _____ Chief Deputy County Executive or _____ Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.

NOTARY PUBLIC

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Permittee hereby certifies the following:

1. The chief executive officer of the Permittee is:

ROSS AMICAW (Name)
[REDACTED] (Address)
[REDACTED] (Telephone Number)

2. The Permittee agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Permittee _____ has ☒ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Permittee, describe below:

~~_____~~
~~_____~~
~~_____~~
~~_____~~
~~_____~~

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ☒ has not been commenced against

or relating to the Permittee in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

~~_____

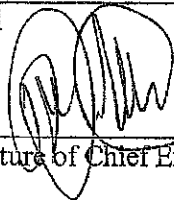
_____~~

5. Permittee agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

4/20/17

Dated



Signature of Chief Executive Officer

Ross Atamian

Name of Chief Executive Officer

Sworn to before me this

day of *April*, 2017.

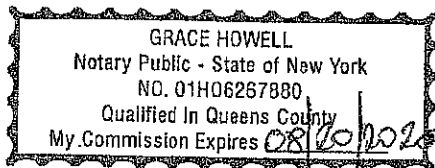
Notary Public

JURAT WITH AFFIANT STATEMENT

State of New York }
County of New York } ss.

- ☒ See Attached Document (Notary to cross out lines 1-7 below)
☐ See Statement Below (Lines 1-7 to be completed only by document signer[s], not Notary)

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____
7 _____
Signature of Document Signer No. 1 _____ Signature of Document Signer No. 2 (if any) _____



Subscribed and sworn to (or affirmed) before me
this 20th day of April, 2017, by
Date Month Year
Ross Hamian
Name of Signer No. 1

Name of Signer No. 2 (if any) _____

Signature of Notary Public _____

Place Notary Seal/Stamp Above

Any Other Required Information
(Residence, Expiration Date, etc.) _____

OPTIONAL

This section is required for notarizations performed in Arizona but is optional in other states. Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Certificate of Compliance

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within

thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is

used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. ~~Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation~~
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/09/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurevents.com 10726 Jefferson Blvd Suite 400 New York, NY 10018	CONTACT NAME Sandra Zumbado PHONE (A/C No, Ext): E-MAIL ADDRESS:	FAX (A/C No):
INSURED Philip Citron Incorporated [Redacted] [Redacted]	INSURER(S) AFFORDING COVERAGE INSURER A: NAS - North American Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
Phone No. [Redacted] Fax No. [Redacted]	NAIC # 29874	

COVERAGES

CERTIFICATE NUMBER: 691125

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
NAS X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		EKG8018074-00	08/04/2017	08/07/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

The Certificate holder, Nassau County, is included as Additional insured for Music Concert pursuant to the written contract Date(s) August 5, 2017/
Event(s): Tony Orlando
Location(s): Lakeside Theatre, Eisenhower Park, East Meadow, NY 11554

Coverage Location: United States & Canada
Event: Tony Orlando in concert

All coverages expire at 12:01 a.m. Standard Time.

* The actual event dates may be limited. Please review the Scheduled Events form attached to this certificate.

CERTIFICATE HOLDER

CANCELLATION

County of Nassau 1550 Franklin Avenue Mineola, NY 11501 United States Of America	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Phone No. [Redacted] Fax No. [Redacted]	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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This certificate of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.

ADDITIONAL COVERAGE DETAILS

DATE (MM/DD/YY)

05/09/2017

INSURED

Philip Citron Incorporated

The following is attached to and made part of certificate number 691125.

Policy Details	Coverage	Limit	Deductible
General Liability			
Company:	North American Specialty Insurance Company		
Policy Number:	EKG8018074-00		
*Period:	08/04/2017 - 08/07/2017: 3 Day(s)		
	General Aggregate	2,000,000	
	Products / Completed Operations	1,000,000	
	Personal / Advertising Injury	1,000,000	
	Each Occurrence	1,000,000	
	Fire Legal	100,000	
	Medical Payments	5,000	
	Blanket Additional Insureds (other than city/special certs & waivers)	Included	
	City / Other Special Certificates	Excluded	
	Waiver of Subrogation	Excluded	
	Host Liquor	Excluded	
	Liquor Liability-Aggregate	Excluded	
	Liquor Liability-Each Common Cause Limit	Excluded	
	Abuse & Molestation-Aggregate	Excluded	
	Abuse & Molestation-Each Claim	Excluded	
	Terrorism	Included	

*All coverages expire at 12:01 a.m. Standard Time.

Scheduled Events

Certificate Number: 691125

Event Type	Venue	Dates	Attendees
Tony Orlando in concert 00's pop, soul	Lakeside Theater 1899 Park Blvd, Westbury, NY 11590	08/04/2017 - 08/05/2017 at 12:01 am (Setup) 08/05/2017 - 08/06/2017 at 12:01 am 08/06/2017 - 08/07/2017 at 12:01 am (Tear Down)	4,000 Spectators

7787

PHILIP CITRON INC.

[REDACTED]

DATE May 15 2017

1-2
2R 390

PAY
TO THE
ORDER OF

Treasurer of Nassau County

\$ 160.00

One hundred sixty dollars & $\frac{00}{100}$

DOLLARS

Security Features
Front
Back

CHASE  for BUSINESS
JPMorgan Chase Bank, N.A.
www.Chase.com

FOR Phil Citron Inc Tony Orlando Admin Fee

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

COPY 17-33



Contract Details

SERVICE Parentage Testing Services

NIFS ID #: CQSS17000020

NIFS Entry Date: 02/27/17 Term: from 01/01/17 to 12/31/17

New <input checked="" type="checkbox"/>	Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>	
Time Extension <input type="checkbox"/>	
Addl. Funds <input type="checkbox"/>	
Blanket Resolution <input type="checkbox"/>	
RES#	

1) Mandated Program:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name Laboratory Corporation of America Holdings	Vendor ID# 133757370-04
Address 1440 York Court Extension Burlington, NC 27215	Contact Person Angie Miller Email millera@labcorp.com Phone 800-742-3944 X 67335 Fax 336-538-6572

County Department
Department Contact Michael A. Kanowitz
Address 60 Charles Lindbergh Blvd
Phone 516 227-7452

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	2/28/17	<i>[Signature]</i>	
	OMB	NIFS Approval <input checked="" type="checkbox"/>	3/1/17	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
3/29/17	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	3/29/17	<i>[Signature]</i>	
3/29/17	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	3/30/17	<i>[Signature]</i>	
4/14/17	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	4/14/17	<i>[Signature]</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
6/22/17	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	6/22/17	<i>[Signature]</i>	

Contract Summary

PR5254 (8/04)

2017 JUN 22 P 12:23
CLERK OF THE LEGAL OFFICE
NASSAU COUNTY



Description Genetic Parentage Testing Services
Purpose: We are mandated to provide this service. Establishment of paternity and support is part of the mandate of DSS' Child Support Enforcement (CSE) program. Provisions of the federal Family Support Act of 1998 emphasize using genetic testing to resolve paternity disputes. <i>(New Contract)</i> .
Method of Procurement: RFP # SS-0817-1628. The New York State Department of Health (NYSDOH) mandates that counties purchase services only from laboratories approved by NYSDOH.
Procurement History: We have been using this vendor since 2005
Description of General Provisions: The vendor shall supply specimen collection at the Nassau County Family Court at the days & times required by the court. The contractor shall issue laboratory reports. The Contractor shall maintain individual records for each laboratory test conducted in a confidential manner in compliance with any & all applicable law, regulations or guidelines of the Federal, NYS and local governments and their agencies.
Impact on Funding / Price Analysis: Federal 66% State 17% County 17%
2016 contract \$24,000.00 (2016 actually spent \$11,232.00)
Change in Contract from Prior Procurement: No Change
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	28
Resp:	2800
Object:	DE500
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$ 4,080.00
Federal	\$ 15,840.00
State	\$ 4,080.00
Capital	\$
Other	\$
TOTAL	\$ 24,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	SSGEN2800/DE500	\$ 24,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$24,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____

Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date
Date	Date	(For Office Use Only)
		E #:

132263



Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Laboratory Corporation of America Holdings

2. Dollar amount requiring NIFA approval: \$ 24,000.00

Amount to be encumbered: \$ 24,000.00

This is a ☒ New Contract ☐ Advisement ☐ Amendment

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 01/01/17 to 12/31/17

Has work or services on this contract commenced? ☒ Yes ☐ No

If yes, please explain: Ongoing mandated services.

4. Funding Source:

<input checked="" type="checkbox"/> General Fund (GEN)	<input type="checkbox"/> Grant Fund (GRT)	Federal %	<u>66</u>
<input type="checkbox"/> Capital Improvement Fund (CAP)		State %	<u>17</u>
<input type="checkbox"/> Other		County %	<u>17</u>

Is the cash available for the full amount of the contract? ☒ Yes ☐ No

If not, will it require a future borrowing? ☐ Yes ☐ No

Has the County Legislature approved the borrowing? ☐ Yes ☐ No ☒ N/A

Has NIFA approved the borrowing for this contract? ☐ Yes ☐ No ☒ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

The vendor shall supply specimen collection at the Nassau County Family Court at the days & times required by the court. The contractor shall issue laboratory reports. The Contractor shall maintain individual records for each laboratory test conducted in a confidential manner in compliance with any & all applicable law, regulations or guidelines of the Federal, NYS and local governments and their agencies. We are mandated to provide this service. Establishment of paternity and support is part of the mandate of DSS' Child Support Enforcement (CSE) program. Provisions of the federal Family Support Act of 1998 emphasize using genetic testing to resolve paternity disputes.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Nassau County Committee and/or Legislature	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

CLSS16000010 \$24,000.00

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Roseann Ball
Signature Title Date

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

☐ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

☐ I certify that the bonding for this contract has been approved by NIFA.

☐ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO
EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE
COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES AND THE LABORATORY
CORPORATION OF AMERICA HOLDINGS

WHEREAS, the County has negotiated a personal services agreement with
the Laboratory Corporation of America Holdings for specimen collection at the
Nassau County Family Court, a copy of which is on file with the Clerk of the
Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature
authorizes the County Executive to execute the said agreement with the Laboratory
Corporation of America Holdings.

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Laboratory Corporation of America Holdings

CONTRACTOR ADDRESS: 1440 York Ext., Burlington, NC 27215

FEDERAL TAX ID #: 133757370-04

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☒ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on AUGUST 17, 2016 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in NEWSDAY (RFP # 0817-1628) [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on SEPTEMBER 12, 2016 [date]. ONE (1) [state #] proposals were received and evaluated. The evaluation committee consisted of: RHONDA ULLRICH, DIRECTOR, CHILD SUPPORT ENFORCEMENT, MARISA MOTSAY, ASSISTANT DIRECTOR, CHILD SUPPORT ENFORCEMENT AND, ELIE ABERBOLK, ESQ., ATTORNEY SCU. (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

_____[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

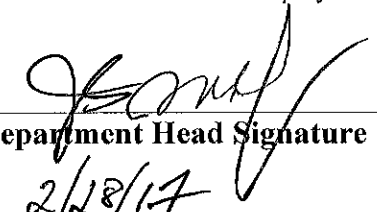
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☒ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☐ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41*, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature

2/28/17

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

COUNTY OF NASSAU

Inter-Departmental Memo

To: Eric Naughton, Deputy County Executive for Finance
Rob Walker, Chief Deputy County Executive

From: John E. Imhof, Ph.D., Commissioner
Social Services

Date: October 11, 2016

Subject: Evaluation Report: RFP for Genetic Parentage Services, RFP# SS0817-1628,
August 2016

Ref: Nassau County Procurement Policy/Procedure Countywide Policy # CE-01

Policy # CE-01 requires that, after a vendor has been selected by the RFP Evaluation Committee, the soliciting department must submit to DCE-OPS Part II of the "Request to Initiate" form for review and approval. Accordingly, attached are the results of the RFP process for subject RFP. RFP# SS0817-1628 was released on August 17th with a proposal submission date of September 12th.

Background: *Genetic parentage testing services* are a mandated component of Nassau County's Child Support Enforcement (CSE) program. Provisions of the federal Family Support Act of 1998 emphasize using genetic testing to resolve paternity disputes and direct states to identify and utilize, through competitive procurement, laboratories, which perform legally, and medically acceptable genetic tests. The New York State Department of Health (NYSDOH) mandates that counties purchase services only from laboratories approved by NYSDOH. There are 28 facilities certified by DOH to provide services. Approximately 600 tests are required on an annual basis.

DSS currently contract with Laboratory Corporation of America (LabCorp) for the provision of genetic parentage testing services.

Evaluation Process: A committee-based evaluation process was utilized. Committee members included:

- Ellen Abberbock, Attorney, SCU
- Marisa Motsay, Assistant Director, OCSE
- Rhonda Ullrich, Director, OCSE

Provider Outreach: RFP was posted on the County's eProcurement site. DSS reached out directly to LabCorp (current provider), DNA Diagnostics Center (Fairfield, Ohio) and Clarife Testing Corporation (New York, NY).



Proposals Received: One proposal was received:

Contractor Name	NYSDOH Approved?	Cost Proposal (single all inclusive fee for testing per person)	Best & Final Offer (BAFO)	Rating (scale 1 to 5, lowest to highest)
Laboratory Corporation of America (LabCorp)* Burlington, NC www.labcorp.com	Yes	\$31.00	\$30.00	5.00

*Current provider

Award Recommendation: *It is recommended that Nassau County contract with Laboratory Corporation of America Holdings, the current vendor.* This recommendation is a business decision that reflects an integrated assessment of the relative merits of the proposals using the factors and their relative weights disclosed in the RFP, as well as program and fiscal considerations.

The following discriminating factors lead to the final award recommendation:

- LabCorp has historically provided quality service to DSS
- LabCorp's proposed fee is 6.25% less than their 2016 fee
- LabCorp is certified by NYSDOH to provide RFP services
- LabCorp's proposal was ranked highest; only one proposal was received
- LabCorp has the capacity and experience to successfully provide RFP services

Feel free to contact Thomas Brooks, DSS Planning and Research / Quality Management, with questions at 227-7460 or Thomas.Brooks@hhsnassaucountyny.us

Approve and sign Part II of the "Request to Initiate" form attached.

JEI/tab
Doc id #130204



**Nassau County Department of Social Services
Contract Data Sheet**

Contract: Laboratory Corporation of America (LabCorp) (Burlington, NC, www.labcorp.com, CQSS12000056)

Service: Genetic Parentage Testing Services

Services Provided: Genetic parentage testing services are a mandated component of Nassau County's Child Support Enforcement (CSE) program. Provisions of the federal Family Support Act of 1998 emphasize using genetic testing to resolve paternity disputes and direct states to identify and utilize, through competitive procurement, laboratories, which perform legally, and medically acceptable genetic tests. The New York State Department of Health (NYSDOH) mandates that counties purchase services only from laboratories approved by NYSDOH. Approximately 600 tests are required on an annual basis.

Services include specimen collection via buccal swab or venipuncture (in-county, out-of-county, and out-of-state), scheduling, supplies, shipping, genetic analysis, reporting, technical training and litigation support (expert testimony and consultation).

Procurement History: DSS has been contracting for this service for at least twelve years. NYSDOH mandates that counties purchase services only from laboratories approved by DOH. There are currently 28 facilities certified by DOH to provide services (Genetic Testing – Biochemistry, www.wadsworth.org/regulatory/clep/approved-labs).

Funding: Federal 66%, NYS 17%, Nassau County 17%

Budget History:

Timeframe	Testing Fee	Annual Budget
2012-2016	\$32.00	\$24,000
2009-2011	\$35.00	\$24,000
2006-2007	\$38.00	\$24,000
2004-2005	\$42.00	\$24,000

Procurement History:

Timeframe	Procurement Strategy	Comments
2012-2016	LabCorp CQSS12000056	1/1/12-12/31/12, +4, 1yr. Contract expires 12/31/16. RFP to be issued to competitively procure 2017 contract. Current vendor: LabCorp
2011	RFP# SS0720-1123	Annual contract with four additional annual renewals (LabCorp)
2011	Noncompetitive renewal	
2009-2010	Noncompetitive renewal	
2008	RFP # SS0805-0840	Annual contract with two additional annual renewals (LabCorp)

Doc id # 129015
July 2016



Exhibit A



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

No campaign contributions have been provided to campaign committees of any Nassau County elected officials or to campaign committees of any candidates for any of the above listed Nassau County elected offices.

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: Laboratory Corporation of America Holdings

Dated: 17 FEB 2017

Signed: 

Print Name: George C. Maha

Title: Associate Vice President

Exhibit B



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

no lobbyist utilized

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

no lobbyist utilized

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

no lobbyist utilized

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

no lobbyist utilized

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

no lobbyist utilized

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

no lobbyist utilized

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

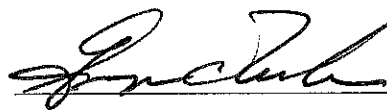
I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 17 FEB 2017

Signed:



Print Name:

George C. Maha

Title:

Associate Vice President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name George C. Maha, JD, PhD, MT(ASCP), D(ABMG)

Date of birth August 13, 1954

Home address 119 Butternut Drive

City/state/zip Chapel Hill, North Carolina 27514

Business Address 1440 York Court

City/state/zip Burlington, North Carolina 27215

Telephone 336-436-7307

Other present address(es) None

City/state/zip N/A

Telephone N/A

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President / / Treasurer / /

Chairman of Board / / Shareholder ! !

Chief Exec. Officer / / Secretary / /

Chief Financial Officer / / Partner / /

Vice President / / / /

(Other) Associate Vice President / May 07, 2008

3. Do you have an equity interest in the business submitting the questionnaire?

YES NO X If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO X, If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES _ NO X If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES _____ No X If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES _____ NO X If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES _____ NO X If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES _____ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES _____ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES _____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES _____ NO X If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES _____ NO X If Yes, provide details for each such conviction.

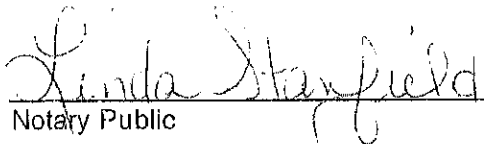
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ___ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ___ NO X If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ___ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ___ NO X If Yes, provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ___ NO X If Yes, provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ___ NO X If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, George C. Maha, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.


Sworn to before me this 16th day of March 2017


Notary Public

LINDA STANFIELD
Notary Public, North Carolina
Alamance County
My Commission Expires
March 09, 2021

Laboratory Corporation of America Holdings
Name of submitting business

George C. Maha
Print Name


Signature

Associate Vice President / Laboratory Director / DNA Identification Testing Division
Title

March 16, 2017
Date



Principal Questionnaire Form

The Principal Questionnaire is not applicable to LabCorp as none of its officers nor any individual, holds ten (10) percent or greater ownership interest in the Corporation. LabCorp's annual report is included.

Authorized Signer: 
George C. Maha, Associate Vice President

Date: 12 FEB 2017

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: December 27, 2016

1) Proposer's Legal Name: Laboratory Corporation of America Holdings

2) Address of Place of Business: 1440 York Court, Burlington, NC 27215

List all other business addresses used within last five years:
not-applicable

3) Mailing Address (if different): same as above

Phone : (800) 742-3944

Does the business own or rent its facilities? own

4) Dun and Bradstreet number: 86-1422434

5) Federal I.D. Number: 13-3757370

6) The proposer is a (check one): Corporation ☒ Sole Proprietorship ☐ Partnership ☒ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?

Yes ☐ No ☒ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ☒ No ☐ If Yes, please provide details: Laboratory Corporation of America Holdings is a holding corporation

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details. _____
-
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____
-
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____
-
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ☐ No ☒ If Yes, provide details for each such investigation. _____
-
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☒ No ☐ If Yes, provide details for each such investigation. _____
See Attached
-
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. *To the best of our knowledge, no. We perform a criminal background check prior to employment
- b) Any misdemeanor charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. *To the best of our knowledge, no. We perform a criminal background check prior to employment
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ☐ No ☒

If Yes, provide details for each such conviction *To the best of our knowledge, no.
We perform a criminal background check prior to employment.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
Yes ___ No *X If Yes, provide details for each such conviction. *To the best of
our knowledge, no. We perform a criminal background check prior to employment.

e) In the past 5 years, been found in violation of any administrative, statutory, or
regulatory provisions? Yes ___ No *X If Yes, provide details for each such
occurrence. *To the best of our knowledge, no. We perform a criminal
background check prior to employment

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated
business had any sanction imposed as a result of judicial or administrative proceedings with
respect to any professional license held? Yes ___ No X; If Yes, provide details for
each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to
pay any applicable federal, state or local taxes or other assessed charges, including but not
limited to water and sewer charges? Yes ___ No X If Yes, provide details for each
such year. Provide a detailed response to all questions checked 'YES'. If you need more
space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space,
photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no
conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has
that may create a conflict of interest or the appearance of a conflict of interest in
acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County
public servant that may create a conflict of interest or the appearance of a conflict
of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or
the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the
County that a conflict of interest would not exist for your firm in the future.
Laboratory Corporation of America Holdings has a code of conduct for our
entire organization. Should a conflict of interest arise we would contact the County.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation; (see attached) *AR*
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; (see attached) *AR*
- iii) Name, address and position of all officers and directors of the company; (see attached) *AR*
- iv) State of incorporation (if applicable); (see attached) *AR*
- v) The number of employees in the firm; (see attached) *AR*
- vi) Annual revenue of firm; (see attached) *AR*
- vii) Summary of relevant accomplishments (see attached) *AR*
- viii) Copies of all state and local licenses and permits. (see attached) *AR*

See LabCorp's detailed description attached

- B. Indicate number of years in business.

See LabCorp's detailed description attached

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

See LabCorp's detailed description attached

- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Ulster County

Contact Person Maria Finger

Address 1061 Development Court

City/State Kingston, NY

Telephone (845) 334-5012

Fax # (845) 334-5353

E-Mail Address Maria.Finger@dfa.state.ny.us

Company Tompkins County
Contact Person Darlene Robinson
Address 320 West Martin Luther King Jr
City/State Ithaca, NY
Telephone (607) 274-5216
Fax # (607) 274-5671
E-Mail Address darlene.robison@dfa.state.ny.us

Company Schuyler County
Contact Person JoAnne Fratacangelo
Address 323 Owego Street- Unit 3
City/State Montour Falls, NY 14865
Telephone (607) 535-8303
Fax # (607) 535-8377
E-Mail Address jfratacangelo@co.schuyler.ny.us



**Business History Form
Response to Question #13**

In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state, and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

Answer: Yes

Response:

Laboratory Corporation of America Holdings (the "Company") is involved from time to time in various claims and legal actions, including arbitrations, class actions, and other litigation arising in the ordinary course of business. These matters include, but are not limited to, subpoenas and other civil investigative demands, from governmental agencies, Medicare or Medicaid payers and managed care payers reviewing billing practices. The Company works cooperatively to respond to appropriate requests for information.

The Company believes that it is in compliance in all material respects with all statutes, regulations and other requirements applicable to its clinical laboratory operations. The clinical laboratory testing industry is, however, subject to extensive regulation, and the courts have not interpreted many of the applicable statutes and regulations. Accordingly, government investigations regarding the Company's clinical operations are an inevitable part of doing business in the health care field today.

Below is a summary of government investigations for civil violations within the past five (5) years; there have been no criminal investigations:

The Company was a defendant (along with other major laboratories operating in the State of California) in a lawsuit, *California ex rel. Hunter Laboratories, LLC et al. v. Quest Diagnostics Incorporated, et al.* ("Hunter Labs Settlement Agreement"), which was settled in 2012 to avoid the uncertainty and costs associated with prolonged litigation. The complaint, originally filed by a competitor laboratory, alleged that various laboratories, including the Company, overcharged California's Medicaid program. In this case, the State of California intervened as a party. The matter is closed.

The Company is currently a defendant, along with Quest Diagnostics, in a lawsuit, *State of Florida ex rel. Hunter Laboratories, LLC and Chris Riedel v. Quest Diagnostic Incorporated, et al*, in the Circuit Court for the Second Judicial Circuit for Leon County. The complaint, originally filed by a competitor laboratory, alleged that Quest Diagnostics and the Company have overcharged Florida's Medicaid program. In this case, the State of Florida has intervened as a party. The Company disputes the allegations and is vigorously defending the lawsuit.

In October 2013, the Company received a civil investigative demand from the State of Texas Office of the Attorney General requesting documents related to its billing to Texas Medicaid. The Company is cooperating with the request.

In December 2014, the Company received a Civil Investigative Demand issued pursuant to the federal False Claims Act from the U.S. Attorney's Office for South Carolina, which requested information regarding remuneration and services provided by the Company to the physicians who also received draw and processing/handling fees from competitor laboratories Health Diagnostic Laboratory, Inc. and Singulex, Inc. The Company is cooperating with the request.



Business History Form

Response to: A. i, ii, iii, iv, v, vi, vii, viii;

B. Indicate number of years in business, and

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services

LabCorp's Detailed Description

LabCorp's DNA Identification Testing Division celebrates ***thirty-five (35) years*** of servicing child support agencies as the longest, continuously AABB accredited paternity testing laboratory currently in business. Since 1981, LabCorp has demonstrated its leadership, knowledge and expertise in the field of paternity testing. LabCorp has extensive experience in providing the level of DNA testing services to support this contract.

The DNA Identification Testing Division has conducted paternity testing services continuously for over thirty-five (35) years (since 1981) under the following company structures:

- Biomedical Reference Laboratory – founded March 5, 1969
- Roche Biomedical Laboratories – formed from Biomedical Reference Laboratory in 1983
- Laboratory Corporation of America Holdings – formed in 1995 from the merger of Roche Biomedical Laboratories and National Health Laboratory, Inc. and has operated under this structure for more than nineteen (19) years

Many of the original employees from 1981 continue to work in the Division and maintain strong working relationships with child support agencies to this day – which contribute to the strength of our ongoing experience in partnering with the DSS.

Laboratory Corporation of America Holdings is listed on the New York Stock Exchange (NYSE) under ticker symbol LH. LabCorp is a publicly held corporation established under the laws of the State of Delaware.

LabCorp is pleased to provide attached, its 2015 Annual Reports, prepared by one of the largest independent accounting firms (PricewaterhouseCoopers), which identifies the required information in sections ii and iii.

LabCorp, an S&P 500 company, is the world's leading healthcare diagnostics company, providing comprehensive clinical laboratory services through LabCorp Diagnostics, and end-to-end drug development support through Covance Drug Development. LabCorp is a pioneer in commercializing new diagnostic technologies and is improving people's health by delivering a combination of world-class diagnostics, drug development and knowledge services. With combined revenue pro forma for the acquisition of Covance in excess of \$8.5

billion in 2015 and more than 50,000 employees in over 60 countries, LabCorp offers innovative solutions to healthcare stakeholders.

LabCorp provides leading-edge medical laboratory tests and services through national network of primary clinical laboratories and specialty testing laboratories. As one of LabCorp's specialty testing groups, the DNA Identification Testing Division remains a trusted leader in providing genetic paternity testing services, to Title IV-D programs nationwide.

LabCorp has performed over six (6) million genetic tests and evaluated over 2.5 million relationship cases for clients throughout the world including all fifty (50) US states and territories and over 100 countries.

LabCorp is accredited for parentage testing by the AABB and adheres to its most current *Standards for Relationship Testing Laboratories*. LabCorp has been inspected and accredited by the AABB continuously since 1987. LabCorp performs DNA testing using only validated techniques and procedures that are commonly accepted within the scientific and legal communities. In addition, LabCorp holds all applicable licenses and certifications required to perform parentage testing throughout the United States.

LabCorp's list of accreditations follows:

- State of New York Department of Public Health licensure
- AABB Accreditation for Parentage Testing
- American Society for Histocompatibility and Immunogenetics (ASHI)
- Interstate Laboratory License (CLIA)
- College of American Pathologists (CAP)
- ISO/IEC 17025 by ANSI-ASQ National Accreditation Board/FQS

A copy of LabCorp's accreditation certificates/license are attached.

New York State Department of Health

PH: 8399

Clinical Laboratory Permit

CLIA: 34D0954580

Laboratory Corporation of America

1240 York Court

Burlington NC 27215-3361

Owner:

Director:
George C. Maha, Ph.D.

Laboratory Corp of America Holdings Inc

is hereby authorized to perform laboratory procedures at the above location in the following categories in accordance with Article 5, Title V, Section 575 of the Public Health Law. This permit shall become void upon a change in the director, owner or location of the laboratory, and an application for a new permit shall be made to the Department.

Histocompatibility

General

Parentage/Identity Testing

Transplant Monitoring

Renewal

Effective Date: July 1, 2016

Expiration Date: June 30, 2017

Subject to Revocation

Permit Not Transferable

POST CONSPICUOUSLY

Serial LAP 91293

BB Accreditation

Laboratory Corporation of America Holdings

having been assessed by AABB, has been found to meet the requirements of applicable Standards of this organization and therefore is granted this

CERTIFICATE OF ACCREDITATION

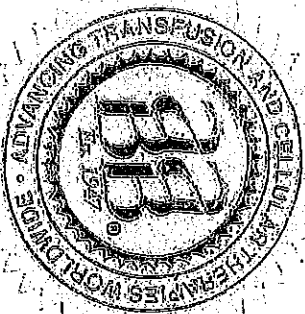
for the following activities:

Relationship Testing Activities

In Witness whereof the undersigned, being duly authorized, have caused this Certificate to be issued and the AABB Corporate Seal to be affixed.

Effective Dates

July 01, 2015 - June 30, 2017



Joyana Vint. MD

President, AABB

Ann Dunleavy

Chair, Accreditation Program Committee



THE AMERICAN SOCIETY FOR HISTOCOMPATIBILITY AND IMMUNOGENETICS

CERTIFIES THAT

Laboratory Corporation of America Holdings
Paternity-Bone Marrow

ASHI # 07-3-NC-10-1

CLIA # 34D0954530

UNDER THE DIRECTION OF

George Maha, PhD

HAVING MET ALL APPLICABLE STANDARDS
AND THE REQUIREMENTS OF THE SOCIETY,
IS GRANTED ACCREDITATION

From: 5/1/2016

To: 4/30/2018

Assuming all interim requirements are met,
In the following areas:

Histocompatibility Testing For Other Clinical Purposes
HSC/BM Transplantation: Related Donor
HSC/BM Transplantation: Unrelated Donor

PRESIDENT

ACCREDITATION PROGRAM DIRECTOR

Accreditation does not automatically transfer when a change in ownership, director or location has occurred.



Accreditation Office
1716 Field Avenue
St. Paul, MN 55116
651/ 202-3637
FAX 651/ 305-3838

May 4, 2016

George Maha, PhD
Paternity-Bone Marrow
Laboratory Corporation of America Holdings
1440 York Court Extension

Burlington NC 27215

RE: ASHI Accreditation No. 07-3-NC-10-1
CLIA No. 34D0954530
UNOS No.

Dear Dr. Maha:

I have received and reviewed all of the validation materials sent to me by K. Nicole Court, CHS, your ASHI Commissioner, in regards to the addition of NGS Testing. I am in concurrence with the recommendations of your Commissioner that your laboratory has successfully demonstrated compliance with all mandatory ASHI Standards.

On the basis of the recommendations from your Commissioner, the Paternity-Bone Marrow of the Laboratory Corporation of America Holdings, 07-3-NC-10-1, under the direction of George Maha, PhD is granted accreditation for the following:

Areas of Accreditation:

HSC/BM Transplantation: Related Donor
HSC/BM Transplantation: Unrelated Donor
Histocompatibility Testing For Other Clinical Purposes

Categories & Systems:

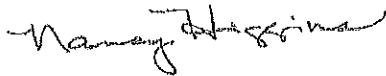
HLA Typing Class I: Low Resolution	HLA Antibody Detection
HLA Typing Class I: High Resolution	HLA Antibody Identification
HLA Typing Class II: Low Resolution	Other Testing: Chimerism
HLA Typing Class II: High Resolution	KIR Typing
Next Generation Sequencing	

Accreditation for the above areas of accreditation, categories, and systems will be valid until 4/30/2018, pending successful completion of an interim, self-inspection cycle next year. Your laboratory is accredited by ASHI for the following CMS subspecialties: Histocompatibility Testing.

You and your laboratory staff are to be commended for maintaining ASHI's high standards for laboratory performance and patient service.

Should you have any questions about the inspection or accreditation process, please contact the appropriate commissioner or the ASHI Accreditation Office at (651) 202-3637.

Sincerely,

A handwritten signature in black ink, appearing to read "Nancy Higgins". The signature is fluid and cursive, with the first name "Nancy" being more prominent than the last name "Higgins".

Nancy Higgins, BS, CHS
Co-Chair, ASHI Accreditation Review Board

cc: K. Nicole Court, CHS, Commissioner
Myra Coppage, PhD, HCLD, Program Director
Zahra Mehdizadeh Kashi, PhD, HCLD, Co-Chair
Dean Sylvaria, BS, CHS, Co-Chair
Melissa Weeks, Accreditation Manager

**CENTERS FOR MEDICARE & MEDICAID SERVICES
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS**

CERTIFICATE OF ACCREDITATION

LABORATORY NAME AND ADDRESS

LABORATORY CORPORATION OF AMERICA HOLD
1440 YORK COURT
BURLINGTON, NC 27215

CLIA ID NUMBER

34D0954530

EFFECTIVE DATE

04/28/2015

EXPIRATION DATE

04/27/2017

LABORATORY DIRECTOR

GEORGE C MAHA PHD, JD, MT (A)

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.



Karen W. Dyer

Karen W. Dyer, Acting Director
Division of Laboratory Services
Survey and Certification Group
Center for Clinical Standards and Quality

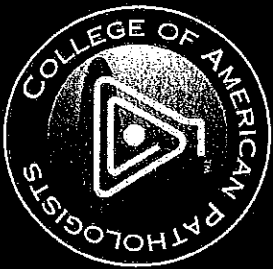
65 Certs2_033115

If you currently hold a Certificate of Compliance or Certificate of Accreditation, below is a list of the laboratory specialties/subspecialties you are certified to perform and their effective date:

<u>LAB CERTIFICATION (CODE)</u>	<u>EFFECTIVE DATE</u>
HISTOCOMPATIBILITY (010)	01/09/2003

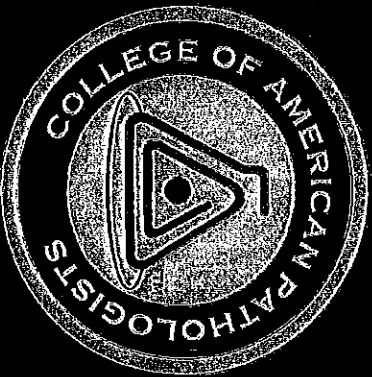
<u>LAB CERTIFICATION (CODE)</u>	<u>EFFECTIVE DATE</u>
---------------------------------	-----------------------

FOR MORE INFORMATION ABOUT CLIA, VISIT OUR WEBSITE AT WWW.CMS.GOV/CLIA
OR CONTACT YOUR LOCAL STATE AGENCY. PLEASE SEE THE REVERSE FOR
YOUR STATE AGENCY'S ADDRESS AND PHONE NUMBER.
PLEASE CONTACT YOUR STATE AGENCY FOR ANY CHANGES TO YOUR CURRENT CERTIFICATE.



Advancing Excellence

Accredited Laboratory



The College of American Pathologists

certifies that the laboratory named below

**Laboratory Corporation of America
DNA Identity Testing Division
Burlington, North Carolina
George C. Maha, PhD, JD**

CAP Number: 1396905

AU-ID: 1365207

CLIA Number: 34D0954530

*has met all applicable standards for accreditation and
is hereby accredited by the College of American Pathologists'
Laboratory Accreditation Program. Reinspection should occur prior
to February 14, 2017 to maintain accreditation.*

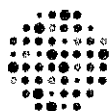
Accreditation does not automatically survive a change in director, ownership,
or location and assumes that all interim requirements are met.

A handwritten signature in cursive script.

Chair, Commission on Laboratory Accreditation

A handwritten signature in cursive script.

President, College of American Pathologists



COLLEGE of AMERICAN PATHOLOGISTS

CAP #: 1396905
AU ID: 1365207
February 14, 2017

George C. Maha, PhD,JD
Laboratory Corporation of America
DNA Identity Testing Division
1440 York Ct
Burlington, NC 27215-3361

Dear Dr. Maha:

Laboratory Corporation of America DNA Identity Testing Division, in Burlington, North Carolina under the direction of George C. Maha, PhD,JD is accredited by the College of American Pathologists' CAP Accreditation Program.

Accreditation is a continual process. A laboratory remains accredited until otherwise notified. Accreditation does not necessarily terminate on the expiration date of the Accreditation certificate.

If you have any questions regarding this matter, please call 800-323-4040.

Sincerely,

CAP Accreditation Programs
College of American Pathologists



CERTIFICATE OF ACCREDITATION

ANSI-ASQ National Accreditation Board

5300 W. Cypress Street, Suite 180, Tampa, FL 33607, 813-443-0517

This is to certify that

Laboratory Corporation of America Holdings
1440 York Court
Burlington, NC 27215

has been assessed by ANAB
and meets the requirements of international standard

ISO/IEC 17025:2005

while demonstrating technical competence in the field(s) of

BIOLOGY

Refer to the accompanying Scope(s) of Accreditation for information regarding the types of tests to which this accreditation applies.

AT-1688

Certificate Number

ANAB Approval

Certificate Valid to: 09/24/2017

Version No. 002 Issued: 08/26/2015



This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (*refer to joint ISO-ILAC-LAF Communiqué dated January 2009*).

COUNTY OF NASSAU
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Laboratory Corporation of America Holdings

Address: 1440 York Court

City, State and Zip Code: Burlington, NC 27215

2. Entity's Vendor Identification Number: 13-3757370

3. Type of Business: ☒ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

See attached 2015 Annual Report

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

See attached 2015 Annual Report

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Laboratory Corporation of America Holdings is a holding company, please refer to the attached 2015
Annual Report.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

no lobbyist utilized

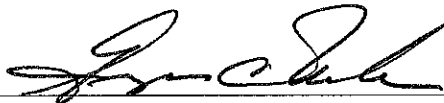
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

no lobbyist utilized

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 17 FEB 2017

Signed: 

Print Name: George C. Maha

Title: Associate Vice President

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, George C. Maha, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 17 day of Feb

2017



Notary Public

LINDA STANFIELD Notary Public, North Carolina Alamance County My Commission Expires March 06, 2021
--

Name of submitting business: Laboratory Corporation of America Holdings

By: George C. Maha

Print name



Signature

Associate Vice President

Title

17 / FEB / 2017
Date

THIS AGREEMENT, dated as of January 1, 2017 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd, Uniondale, New York 11553 (the "Department"), and (ii) Laboratory Corporation of America Holdings, a publicly held corporation established under the laws of the State of Delaware, having its principal office at 358 South Main Street, Burlington, North Carolina, 27215 (the "Contractor").

WITNESSETH:

WHEREAS, Social Services Law Section 111-c and 111-g require the County Department of Social Services to make services relating to the establishment of paternity available to TANF and non-TANF clients; and

WHEREAS, the County is desirous in contracting the Contractor to provide comprehensive genetic parentage testing services to the Department as more particularly set forth below; and

WHEREAS, the Contractor is desirous in wanting to provide the above-described services to the County; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term

The term of this Agreement shall be from January 1, 2017 through December 31, 2017, provided, however, that the County shall have the option to extend this Agreement for four (4) additional one (1) year terms.

2. Services

The services to be provided by the Contractor under this Agreement (the "Services") shall be as follows:

(a) The County, acting for and on behalf of the Department hereby hires and retains the Contractor for the provision of genetic parentage testing services.

(b) The Contractor shall provide qualified personnel for specimen collection (buccal swab or venipuncture, as appropriate) at the Nassau County Family Court building located at 1200 Old Country Road, Westbury, New York, 11590, at the days and times required by the Family Court.

(i) Upon request of the County, the Contractor shall provide the record of attendance of parties scheduled for laboratory testing as follows: (A) at the end of a scheduled collection day, the specimen collector shall provide to the Department the schedule of the parties required to appear with an indication of

“show” or “no show” for each individual scheduled; or (B) the Contractor shall maintain a web based record of testing schedules with an indication of whether the party appeared or failed to appear; the Department shall have access to the website at all times; or (C) the Contractor shall provide to the Department written notice, via facsimile, within seven (7) days of the scheduled appointment of non-attendance for individuals scheduled for specimen collection.

(ii) In the event an individual fails to appear or cannot keep a scheduled appointment, the Contractor shall facilitate specimen collection services at one of its company-operated Patient Service Centers.

(c) The Contractor shall provide all supplies necessary for the collection, preparation and preservation of all specimens to be submitted to the Contractor’s clinical laboratory for testing. All supplies and transportation of specimens shall be provided at no additional charge.

(d) Contractor shall provide Spanish/English bi-lingual staff sufficient in number to provide effective communication and service delivery for Spanish speaking clients.

(e) The Contractor shall maintain quality control, training review and on-site supervision during the contract term. The Contractor expressly represents and guarantees as follows:

- (i) Contractor has developed and implemented a quality control program which meets the requirements set by the federal governmental and other licensing agencies.
- (ii) Contractor participates in proficiency testing programs to assure that it can reproduce correct testing results.
- (iii) Contractor has developed and implemented a training and orientation program, including but not limited to safety and confidentiality issues.

(f) The specimen collector shall be responsible for verifying the identification of all individuals submitting a specimen. The Contractor shall use instant photographs, fingerprints, and two forms of positive identification (i.e., driver’s license, and social security card) to verify the identity of the individual tested. The Contractor shall then draw specimens, package the specimens and transport the specimens in sealed containers to its clinical laboratory in accordance with standard protocol. The Contractor shall verify these procedures through the use of a client authorization form.

(g) The Contractor shall be responsible for transporting specimens from the drawing location to the Contractor’s clinical laboratory within 24-48 hours of drawing such specimens.

(h) The Contractor shall perform all genetic parentage testing at its clinical laboratory, which shall be duly licensed under applicable federal, New York State and local laws for the duration of the contract period. The Contractor shall provide current accreditations and licenses upon execution of this Agreement and thereafter, upon request of the County.

(i) The Contractor shall perform all testing using only validated techniques and procedures which are commonly accepted within the scientific and legal communities and are accepted by governing agencies accrediting Contractor’s operations.

(j) The Contractor's clinical laboratory shall provide an array of genetic marker tests from which to construct test batteries. The test battery shall consist of multiple independent DNA genetic systems. Ph.D. level staff shall evaluate test results. The test battery shall provide at least:

- (i) The power to exclude more than 99.9% of randomly selected males; or
- (ii) The probability of paternity greater than 99.5% in all cases where the alleged father is not excluded from paternity.

The Contractor shall perform additional testing as appropriate until one of the above-stated conditions is met.

(k) The Contractor shall issue laboratory reports within five (5) to ten (10) days of receipt of a viable sample at the laboratory's facility. Laboratory reports, which require extended testing, shall be issued within thirty (30) business days of receipt of a viable sample at the laboratory's reference facility. When appropriate, the Contractor's clinical laboratory shall provide for redraws/retests of any specimen at no additional charge. Upon completion of testing, the Contractor shall mail a notarized report with test results along with the original client authorization form to the Nassau County Family Court, 1200 Old Country Road, Westbury, NY 11590, Attention: Ms. Janice Wong, Support Dept., Room 308. Such mailings shall be performed using the level of care required when transmitting confidential information.

(l) The Contractor's clinical laboratory shall have the ability to electronically transfer test results.

(m) The Contractor's clinical laboratory shall have the ability to and shall coordinate testing services in intra-state and interstate cases to include:

- (i) Scheduling laboratory testing of absent parties.
- (ii) Forwarding of "kit" to appropriate drawsite and/or agency.
- (iv) Coordination of all transportation arrangements for the specimens to be forwarded to the Contractor's clinical laboratory.
- (iv) Confirmation of all arrangements to the requesting party.
- (v) Confirmation of attendance of parties scheduled for laboratory testing.

(n) The Contractor shall have the capacity to perform testing in special situations including but not limited to absent mother, family studies, deceased parties, unusual sample (samples other than buccal and blood), and multiple alleged fathers. Contractor shall have the ability to perform reconstruction cases such as when a party is missing or deceased.

(o) The Contractor shall have in place a reliable and proper chain of custody procedure which procedure shall be in accordance with the Family Court Act and Civil Practice Law & Rules.

(p) The Contractor shall make its clinical laboratory staff available to consult by telephone with the Department's staff during normal laboratory working hours to discuss procedures and to explain test results.

(q) The Contractor shall maintain individual records for each laboratory test conducted in a confidential manner in compliance with any and all applicable laws, regulations or guidelines of the federal, New York State and local governments and their agencies, and the guidelines of the American Association of Blood Banks.

(r) The Contractor shall continue to maintain and safeguard individual records against destruction or loss of confidentiality as set forth herein, after termination of this agreement or any subsequent agreement for as long as such records are in the custody of the Contractor.

(s) The Contractor shall provide fully qualified expert witnesses upon request of the County.

3. Payment

(a) Consideration. The maximum amount that the County shall pay the Contractor as full consideration for all the Services provided under this Agreement (the "Maximum Amount") shall not exceed TWENTY FOUR THOUSAND DOLLARS and 00/100 (\$24,000.00) to be paid as follows: On a reimbursement basis of THIRTY ONE DOLLARS and 00/100 (\$31.00) All-Inclusive Testing Fee (per test per person) which shall include the cost for all specimen collection (in-county, out-of-county, and out-of-state), scheduling, supplies, shipping, genetic analysis, reporting, technical training and litigation support (expert testimony and consultation).

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears on a reimbursement basis and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (A) states with reasonable specificity the services provided and the payment requested as consideration for such services, (B) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (C) is accompanied by documentation satisfactory to the County supporting the amount claimed (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the Services that are the subject of the claim, and no more frequently than once a month by the tenth (10th) of the month.

(d) Reimbursement by the Contractor upon Loss of Funding. In addition to any other remedies available to the County, in the event that the County loses funding, including reimbursement, from the State or federal governments for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Maximum Amount shall be reduced by the amount equal to the sum of lost funding and the County may withhold from any payment due the Contractor under any agreement, or recover from the Contractor on demand, an amount equal to the sum of lost funding.

(e) No Duplication of Payments. Payments for the work to be performed under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County. The Contractor agrees to pursue all possible sources of revenue for the Services to be provided by the Contractor pursuant to this Agreement.

(f) Short Agreement Year. The Maximum Amount and, if applicable, Budget, are based upon a full 365 day calendar year. The Maximum Amount and amount payable with respect to any Budget shall be reduced pro rata to reflect that portion of a calendar year during which this Agreement is not effective.

4. Independent Contractor

The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and governments or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default.

The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance With Law

(a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, agency financial controls disclosure, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendices A, B, and EE attached hereto and with the County's vendor registration protocol. In addition, if the Contractor is a not-for-profit corporation, by executing this Agreement, the Contractor certifies that it has completed, executed and submitted to the Comptroller an Agency Financial Controls Questionnaire. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its Certification of Compliance, attached hereto as Exhibit L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. Confidentiality of information regarding Agency clients is governed by Social Services Law Section 136 and 18 NYCRR 357, and all related legislation. Contractor further agrees to require each of its employees, partners, or agents assigned to the performance of this agreement, to observe said requirements and evidence the same by their individual execution of an oath of confidentiality and non disclosure agreement on the forms prescribed by the "County", and NYSOCSE which are attached as "Exhibit B" and "EXHIBIT C".

(i). Contractor will ensure that no employee providing services under this contract shall work on any County child support matter to which he/she has a direct or indirect connection, either as a petitioner (custodial parent), respondent (payor) or supported child, or is someone who is familiar with any parties involved in the case.

(ii) Contractor agrees to limit the use or disclosure of information concerning applicants or recipients of Public Assistance to purposes connected with Contractor's duties hereunder.

(ii) Contractor further agrees that the names and addresses of persons applying for or receiving Public Assistance and care shall not be included in any published report, or printed in any newspaper, or reported at any public meetings except as specifically authorized by Statute in very limited circumstances; nor shall such names and addresses and the amount received by, or expended for, such person be disclosed except to the Commissioner of Social Services, or his authorized representative, any other body or official required to have such information to properly discharge its or his/her duties, or by authority of such County, City or Town, to a person or agency considered entitled to such information. Contractor agrees not to solicit, disclose, receive, make use of, or authorize, knowingly permit, participate in, or acquiesce in the use of

any information relating to any applicant for, or recipient of Public Assistance, for commercial or political purposes.

7. Minimum Service Standards. Regardless of whether required by Law and in addition to any other applicable provisions of this Agreement: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all licenses, certifications, and approvals ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without *reasonable* *extent* *ED* *17 FEB 2017* *ED* *17 FEB 2017* limitation, attorneys' fees and disbursements) and damages ("Losses"), to the arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence, fault, or default of the County or a third party.

(b) The Contractor shall, upon the County's demand and at the County's reasonable direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if

contracting in whole or part for professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of the insurance policies required by this Agreement, or certificates of insurance evidencing such coverage, shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement policies, certificates of insurance, and/or amendatory endorsements. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action, that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting

(a) This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment or other disposal without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" immediately upon the receipt by the Contractor of written notice of termination from the County, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with the other provisions of this Agreement expressly addressing termination, if any.

As used in this Agreement the word “Cause” includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for Services.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor’s ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the Commissioner of the Department (the “Commissioner”), at least sixty (60) days prior to the termination date (or a shorter period if sixty days’ notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor’s right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the “Applicable DCE”) on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, assist the County in transitioning the Contractor’s responsibilities and shall take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement). The provisions of this subsection shall survive the termination of this Agreement.

(d) Accounting upon Termination. (i) Within thirty (30) days of the termination of this Agreement the Contractor shall provide the Department with a complete accounting up to the date of termination of all monies received from the County and shall immediately refund to the County any unexpected balance remaining as of the time of termination.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

12. Accounting Procedures; Records

The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually (“Records”), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, “Cost Principles for Non-Profit Organizations.” Such Records shall at all times be available for audit and inspection by the County Comptroller or his or her duly designated representative (the “Comptroller”), the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Inventory. (a) Title to all equipment, supplies, and material purchased with funds paid under this Agreement (the "Equipment") shall vest in the County and the Equipment shall not be disposed of without the prior written approval of the County.

(b) The Contractor shall maintain and retain for a period of six (6) years following the later of termination of or final payment under this Agreement a complete and accurate inventory (the "Inventory") of the Equipment. The Inventory shall describe the Equipment with reasonable specificity so that the Equipment can be readily identified. The Inventory shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the disposition or use of funds paid to the Contractor in connection with this Agreement, and any of their duly designated representatives.

(c) Within thirty (30) days of the termination of this Agreement, the Contractor shall file with the Department and the Comptroller a final Inventory. The Contractor shall dispose of the Equipment in accordance with instructions of the County. If the County does not provide disposition instructions within thirty (30) days of termination, then the Contractor shall contact the Commissioner in writing and request disposition instructions.

(d) The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings Against the County

No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents sent or delivered to the Applicable DCE under this Section to each of (i) the Department and (ii) the County Attorney, at the address specified above for the County, on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability

The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor

Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

16. Consent to Jurisdiction and Venue; Governing Law

Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved exclusively by litigation before a court of competent jurisdiction located in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof. The provisions of this Section shall survive the termination of this Agreement.

17. Notices.

Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

19. Section and Other Headings

The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Entire Agreement

This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. Administrative Service Charge

The Contractor agrees to pay the County an administrative service charge of One Hundred and Sixty Dollars (\$160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001, as amended. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

22 Executory Clause

Notwithstanding any other provision of this Agreement:

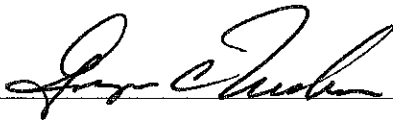
(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds available to the County from the state and/or federal governments and funds appropriated or otherwise lawfully available for this Agreement.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Contractor has executed this Agreement on _____, 201____ and the County has executed this Agreement on the date first above written.

LABORATORY CORPORATION OF AMERICA
HOLDINGS

By: 
Name: George C. Maha
Title: Associate Vice President
Date: 17 FEB 2017

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
☐ Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

130977

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the _____ day of _____ in the year 201__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

North Carolina
STATE OF ~~NEW YORK~~)
)ss.:
Alamance
COUNTY OF ~~NASSAU~~)

On the 17 day of Feb in the year 2017 before me personally came George C. Maha to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Alamance; that he or she is the Associate Vice President of Laboratory Corp. of America (Holdings), the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Linda Stanfield
NOTARY PUBLIC

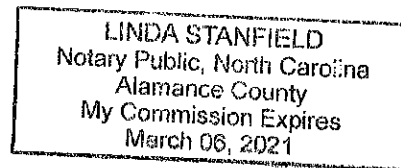


EXHIBIT B

STATEMENT ON CONFIDENTIALITY OF CLIENT INFORMATION

All client-identifiable material of the Department of Social Services is strictly confidential. Access to this information is restricted to those who have a programmatic or administrative need for the information. Further, those who do have knowledge of Social Service clients may not divulge this information to anyone else. All requests for confidential information from persons or entities outside the Department must be cleared by a supervisor.

The rules are the same regardless of the type of storage used for information. Confidential material may be found in a computer, a client case folder, microfilm, reports, computer generated lists and handwritten notes. Information obtained orally is also covered. There may be no disclosure from case conferences. Disclosure of client information as a result of casual conversation is also considered a breach of confidentiality.

This applies to County employees, temporary employees, contract employees, vendors, contract agencies, interns, volunteers, work experience employees, and to members of groups and organizations who work with the Department of Social Services.

Daily operating procedures must protect the confidentiality of client information. Those to whom the care or movement of client folders are entrusted are not to open the folders unnecessarily and when opened, care should be taken to protect the information from casual observation, e.g., by password protecting or otherwise preventing visual access to data on computer screens or in folders. Computers are to be logged off when a procedure or assignment is finished. Client-identifiable material is set aside in designated containers for certified destruction.

Keys, badges, computer passwords, and access codes are for the worker's use only. It is each worker's responsibility to report any loss or compromise of these devices, passwords, or codes to the supervisor immediately.

These regulations apply equally to applicants for benefits, as well as recipients of any Social Services benefit. Even more restrictive rules pertain to disclosure of medical information, HIV/AIDS and drug/alcohol addiction.

It is the responsibility of anyone working in a Nassau County agency to understand that the unauthorized release of any client data or information may place them in violation of Federal, State or local laws which carry civil and/or criminal penalties, if proper procedures are not followed and/or authorizations are not received prior to release.

All new employees and other persons to whom this Statement applies are required to acknowledge by their signature that they have reviewed, understood, and agreed to comply with the above Statement.

20 MAR 2017

Date

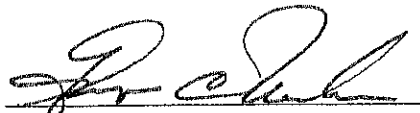

Signature

EXHIBIT C

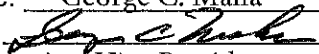
CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT

I, the undersigned, an employee/officer of Laboratory Corporation of America Holdings, _____ (the "Service Provider"), hereby state that I understand and agree that all information provided to the Service Provider from the Nassau County Support Collection Unit (the "Child Support Agency") or otherwise obtained pursuant to the Agreement entered between the Child Support Agency and the Service Provider, is CONFIDENTIAL, is to be used only for the purposes of performing services required by the Agreement, and must be safeguarded from unauthorized disclosure. I further understand that such information includes, but is not limited to, any and all information regarding parents or guardians and their children, and all employment, financial, and personal identifying data.

I agree to maintain all such information as CONFIDENTIAL, and I agree to use such information only in the performance of my official duties to perform the functions required by the Agreement, unless otherwise authorized in writing by the Child Support Agency.

I understand that if I disclose CONFIDENTIAL information in violation of the requirements stated herein, any individual who incurs damages due to the disclosure may recover such damages in a civil action.

I understand that, in addition to any other penalties provided by law, any person who willfully releases or willfully permits the release of any CONFIDENTIAL information as described herein to persons or agencies not authorized under New York State law to receive it shall be guilty of a class A misdemeanor.

Print Name: George C. Maha
Signature: 
Title: Associate Vice President
Date: 17 FEB 2017

NOTICE: Pursuant to Social Services Law § 111-v, a person who improperly releases or permits release of confidential child support information shall be guilty of a Class A misdemeanor and shall be liable in a civil action to any person who incurs damages due to said disclosure.

Appendix A

Terms applicable to all Purchase of Service Agreements for Child Support Services

The Nassau County Support Collection Unit (the "Agency") and the Laboratory Corporation of America Holdings, (the "Service Provider"), as parties to the Agreement agree to be bound by the following terms which are hereby made a part of the Agreement. In the event of a conflict between the terms of the Agreement (including any and all attachments thereto and amendments thereof) and the terms of this Appendix 1, the terms of this Appendix 1 shall control. The Service Provider shall include these terms in all agreements and subcontracts.

I. Confidentiality

A. The Service Provider agrees that all information and data obtained in the performance of the Agreement is deemed confidential and will be used or disclosed only for the intended purposes as permitted by law. Measures shall be taken to safeguard the confidentiality of such information to the extent required by applicable federal and state laws and regulations. The Service Provider agrees to be bound by provisions of Section 654(26) of Volume 42 of the United States Code, Section 6103(l) and (p) of Volume 26 of the United States Code, Section 303.21 and 307.13 of Volume 45 of the Code of Federal Regulations, Section 111-v of the Social Services Law, Section 347.19 of Volume 18 of the New York Code of Rules and Regulations, and other related statutes or regulations regarding confidentiality of child support information. This paragraph shall survive the termination of the Agreement.

B. The Service Provider shall insure that any officer, employee, subcontractor, or other person with access to information and data obtained in the performance of the Agreement is advised of the confidential nature of the information and data, the permitted uses of the information and data, and the penalties for improper use or disclosure. Upon written notice by the Child Support Agency, the officers, employees, subcontractors or other persons who receive access to this information must execute a "Confidentiality and Nondisclosure Agreement" using the form attached hereto. Each executed Confidentiality and Nondisclosure Agreement shall be provided to the Child Support Agency.

C. The Service Provider agrees to limit access to child support information to those officers, employees, subcontractors or other persons who need access to the information to perform work or services under the Agreement.

D. In the event that the Service Provider learns or has reason to believe that child support information has been disclosed or accessed by an unauthorized party, the Service Provider will immediately give notice of such event to the Child Support Agency. Furthermore, if the child support information contains personally identifying information, the Child Support Agency may direct the Service Provider to notify the individuals whose information was disclosed that a Security Event has occurred. The Service Provider shall be responsible for any other legal obligations which may arise under applicable law in connection with such a Security Event.

II. Reports and Record Keeping

A. The Service Provider shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under the attached Agreement (hereinafter, collectively, "the Records"). The Records must be kept for no less than six (6) years after final settlement of the Agreement. The Child Support Agency, and any other person or entity authorized by the Child Support Agency to conduct an examination or audit, shall have access to the Records during normal business hours at an office of the Service Provider within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

1. In addition, these records shall be subject at all reasonable times to inspection, review, or audit by the New York State Office of Temporary and Disability Assistance ("OTDA"), and the Federal Office of Child Support Enforcement.

2. Upon request of the Child Support Agency, the Service Provider agrees to collect and report information or data, including fiscal or case result information, on a regular basis and to make statistical reports at times prescribed by and on forms furnished by the Child Support Agency.

3. If an audit by or on behalf of the Child Support Agency, the Federal Office of Child Support Enforcement and/or OTDA has begun but is not completed by the end of the six (6) year period, the records shall be retained until resolution of the audit findings.

B. The Service Provider shall cooperate in developing a system of reports to be made periodically by the Child Support Agency as are or may be necessary to comply with applicable Federal and State requirements. The Service Provider agrees to include these requirements in all agreements and subcontracts.

C. If state or federal reimbursement for any claims under this Agreement is lost because of the performance or failure to perform by the Service Provider under the Agreement, then such loss shall be chargeable to the Service Provider.

III. Approval and Assignment

A. The Agreement shall not take effect until approved by OTDA, and shall be terminated if OTDA withdraws or revokes its approval.

B. The Service Provider shall not assign, transfer, convey or otherwise dispose of the Agreement or the Service Provider's right, title or interest therein, or authority to execute the Agreement to any other person or corporation without written approval of the Child Support Agency (which shall be attached to the original Agreement). No such approval by the Child Support Agency of any assignment, transfer, conveyance or other disposition shall be effective without the approval of OTDA.

IV. Governing Law

A. The Service Provider agrees to comply with the requirements of Title IV-D of the Federal Social Security Act and the implementing Federal and State statutes and regulations, including any new or revised requirements issued by the Federal Department of Health and Human Services, or OTDA. The Child Support Agency agrees to notify the Service Provider of any directives or policy transmittals affecting the services provided under the Agreement.

B. The Agreement shall be governed by the laws of the State of New York.

V. Miscellaneous Terms

A. The Agreement may be terminated by the Child Support Agency upon 30 days written notice to the Service Provider without cause or when deemed to be in the Child Support Agency's best interest.

B. The Service Provider may be terminated by the Child Support Agency immediately for cause or if Federal or State reimbursement is terminated or not allowed.

C. In the event the Agreement is terminated, suspended, revoked, nullified, or voided, except if for cause, the Child Support Agency agrees to pay for services rendered by the Service Provider under this Agreement which have been completed prior to the effective date of such termination, suspension, revocation, nullification, or voiding. The Child Support Agency may, at its discretion, process other necessary and proper costs, which the service provider could not reasonably avoid, for services begun but not completed prior to termination, suspension, revocation, nullification, or voiding of the Agreement; provided such cost would have otherwise been allowable.

APPENDIX B

IRS AGREEMENT LANGUAGE FOR GENERAL SERVICES

I. PERFORMANCE:

In performance of the Agreement, Laboratory Corporation of America Holdings, (the Service Provider) agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

A. All work will be done under the supervision of the Service Provider or the Service Provider's employees.

B. Any tax return or tax return information made available in any format shall be used only for the purpose of carrying out the provisions of the Agreement. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of the Agreement. Disclosure to anyone other than an officer or employee of the Service Provider will be prohibited.

C. All tax returns and tax return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

D. The Service Provider certifies that the data processed during the performance of the Agreement will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Service Provider at the time the work is completed. If immediate purging of all data storage components is not possible, the Service Provider certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

E. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the Service Provider will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

F. All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.

G. No work involving Federal tax information furnished under the Agreement will be subcontracted without prior written approval of the IRS.

H. The Service Provider will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

I. The agency will have the right to void the Agreement if the Service Provider fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS:

A. Each officer or employee of any person to whom tax returns or tax return information is or may be disclosed will be notified in writing by such person that tax returns or tax return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such tax returns or tax return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of tax returns or tax return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

B. Each officer or employee of any person to whom tax returns or tax return information is or may be disclosed shall be notified in writing by such person that any tax return or tax return information made available in any format shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Agreement. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of tax returns or tax return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

C. Additionally, it is incumbent upon the Service Provider to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to subcontractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a subcontractors, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established there under, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

III. INSPECTION:

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the Service Provider for inspection of the facilities and operations provided for the performance of any work under the Agreement. On the basis of such inspection specific measures may be required in cases where the Service Provider is found to be noncompliant with Agreement safeguards

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the

greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any

sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and

improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable

without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.

- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

**LABORATORY CORPORATION OF AMERICA HOLDINGS
OFFICIAL LIST OF AUTHORIZED SIGNERS**

Executive Officers:

David P. King	President and Chief Executive Officer
Glenn A. Eisenberg	Executive Vice President, Chief Financial Officer and Treasurer
Benjamin R. Miller	Non-Section 16 Executive Vice President, Atlantic Division

Additional Officers:

Steven M. Anderson	Senior Vice President	Devin M. Lorrison	Senior Vice President
Anil B. Asnani	Senior Vice President	Charles S. McAllister	Senior Vice President
Tiana G. Ayotte	Senior Vice President	Karen A. McFadden	Senior Vice President
Willard Vince Barksdale	Senior Vice President	Jonathan C. Meltzer	Senior Vice President
Lance V. Berberian	Senior Vice President	Michael Minahan	Senior Vice President
Mark Elliott Brecher	Senior Vice President	Elizabeth A. Mitchell	Senior Vice President
Richard F. Bryant	Senior Vice President	Glenn Mogolowitz	Senior Vice President
Traci L. Butler	Senior Vice President	Michael Morgan	Senior Vice President
Berten L. Christianson	Senior Vice President	Robert L. Nelson, Jr.	Senior Vice President
Edward T. Dodson	Senior Vice President	Dale S. Phipps	Senior Vice President
F. Samuel Eberts III	Senior Vice President	Michael R. Roberts	Senior Vice President
Marcia T. Eisenberg	Senior Vice President	Mark S. Schroeder	Senior Vice President
Michael J. Etheridge	Senior Vice President	Randall L. Simmons	Senior Vice President
William B. Haas	Senior Vice President	Lisa J. Uthgenannt	Senior Vice President
Steven D. Jones	Senior Vice President	Sandra D. van der Vaart	Senior Vice President
Tammy S. Karnes	Senior Vice President	James P. Whelan	Senior Vice President
Richard G. Konzelman	Senior Vice President	Robert M. Wright	Senior Vice President
Eric Lindblom	Senior Vice President		

Additional Authorized Contract Signers: The following persons are authorized and empowered to execute contracts as an Authorized Signer in connection with the responsibilities listed opposite their names:

James A. Bucher	Divisional - Finance (Central North)	Parthia Gentles Hudson	Divisional - Finance (Southeast)
William F. Bucher	Marketing and Business Development - (except for government contracts and bids)	Denise A. Irvin	Divisional - Operations (Southeast)
		Thomas J. Kaminski	Corporate Strategy
Debbie Burnette Williams	Travel - (cash advances, hotel direct bills, car rental, apartment leases, hotel agreements, travel management statements, expense reports to be paid directly to corporate credit card balance and journal vouchers, except for government contracts and bids)	Kathryn W. Kyle	Legal - Settlement Agreements, Intellectual Property Filings and other agreements
		Marianne Levandoski	Supply Chain
		* George C. Maha	Identity & AMS Agreements
		Robert S. McLean	AMS Use Agreements/Vendor Contracts
		Rodolfo Menendez	Divisional - Operations (Southeast)
		Angela R. Miller	Identity & AMS Agreements
Michael T. Cavanaugh	Divisional - Finance (Northeast)	Lenny R. Monsour	Divisional - Operations (Southeast)
Lynda D. Dinwiddie	Corporate Fleet and Travel (except for government contracts and bids)	Nancy L. Moore	Marketing and Sales Support (except for government contracts and bids)
Pamela S. Edwards	Occupational Testing Services - Contracts, Proposals and Letters	Sherry L. Thomas	Divisional - Contracting (Central North)
William D. Edwards III	Corporate IS/MIS <\$25,000.00	Edward D. VanNimwegen	Divisional - Finance (Mid-America)
Patricia J. Gilbreth	Divisional-Finance (Mid-America)	Bryan T. Vaughn Jr.	Atlantic (finance/contracts)
James K. Fleming	Science & Technology	Kurt W. Wanner	Divisional - Operations (Northeast)
Jeffrey C. Hitzke	Supply Chain	Brian S. Wilcox	Atlantic (finance/contracts)
		Cynthia J. Wyatt	Divisional - Operations (Central North)
		Randolph M. Young	Lab Administration

I, F. Samuel Eberts III, the Secretary of Laboratory Corporation of America Holdings (the "Company"), a corporation organized and existing under the laws of the State of Delaware, do hereby certify that this is the Official List of Authorized Signers which names the individuals authorized to sign agreements on behalf of Laboratory Corporation of America Holdings, in accordance with the Laboratory Corporation of America Holdings' ("LabCorp") Contract Review Policy applicable to LabCorp and its subsidiaries, as authorized in a resolution adopted by LabCorp's Board of Directors on September 20, 1995 and subsequently amended on February 23, 2005 ("Resolution"). I do further certify that said Resolution has not been altered or amended and remains in full force and effect as of this date.

Additionally, I do hereby certify that this Official List of Authorized Signers authorizes the above named individuals to sign government bids, contracts, awards, and bonds on behalf of the Company, unless specifically noted above, in accordance with the Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Company this 6th day of May 2016.

LABORATORY CORPORATION OF AMERICA HOLDINGS

SEAL


F. Samuel Eberts III, Secretary

RESOLUTION TO THE CORPORATE MINUTES

The undersigned Officer hereby certifies that the following resolution was duly adopted by the Board of Directors of the corporation known as LABORATORY CORPORATION OF AMERICA HOLDINGS, has not been modified or rescinded and is in full force and effect as to the date hereof.

RESOLVED: That _____,

Corporate title

of this corporation, is hereby authorized to execute a contract agreement on behalf of this corporation for purposes of entering into a contract with the Nassau County Department of Social Services for the period of January 1, 2017 through December 31, 2017.

Officer

Sworn to before me this _____

day of _____, 201__

Notary Public

APPENDIX L

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

David P. King
(Name)

531 S. Spring Street, Burlington, NC 27215
(Address)

(336) 229-1127
(Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor X has _____ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

Laboratory Corporation of America Holdings ("LabCorp"), one of the largest clinical
reference laboratories in the United States, may , from time to time, be involved in litigation,
arbitration, or other proceedings that arise in the ordinary course of its business. However to
the best of LabCorp's knowledge, such litigation would not have any material effect on
LabCorp's ability to perform the services being requested by Nassau County.

APPENDIX L

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action X has _____ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

Laboratory Corporation of America Holdings ("LabCorp"), one of the largest clinical

reference laboratories in the United States, may, from time to time, be involved in litigation,

arbitration, or other proceedings that arise in the ordinary course of its business. However to

the best of LabCorp's knowledge, such litigation would not have any material effect on

LabCorp's ability to perform the services being requested by Nassau County.

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

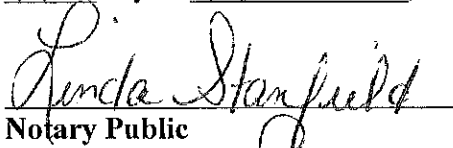
I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

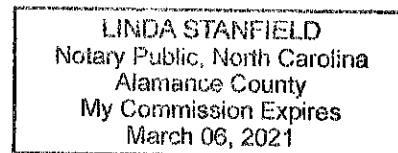
17 FEB 2017
Dated


Signature of Authorized Signer

George C. Maha
Name of Authorized Signer

Sworn to before me this

17 day of Feb, 2017

Notary Public



Kanowitz, Michael (HHSNASSAUCOUNTYNY)

From: Delle, Jaclyn <JDelle@nassaucountyny.gov>
Sent: Tuesday, January 17, 2017 4:51 PM
To: Kanowitz, Michael (HHSNASSAUCOUNTYNY)
Cc: Grippo, Daniel P (NASSAU)
Subject: RE: Proposed Contract

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Hi Michael,

Please see my responses to the vendor's requested changes below.

3(d) Payment: This section is not in the County boilerplate, but, assuming you will be receiving some type of state or federal funding for this contract, I suggest keeping the section in and rejecting the vendor's request to remove it.

6(c) Records Access: We cannot accept their change. We have specific time frames in which we are required to respond to FOIL requests. We may not be able to comply with the FOIL requirements if we are required to provide the vendor with 30 days notice prior to release of information.

8. Indemnification: The two changes are acceptable.

12. Accounting & 13. Inventory: We cannot accept their change – the language in the boilerplate is County Comptroller language.

Appendix A – is this appendix language from the state or federal government? If so, I would not recommend accepting any changes.

Appendix EE – this appendix is Local Law, so we cannot accept any changes to the language. The vendor should note, however, the appendix applies to County contracts in excess of \$25,000 (this contract is for \$24,000).

If you have any additional questions, please let me know.

Thank you,
Jaclyn

Jaclyn Delle
Deputy County Attorney
Nassau County Attorney's Office
Municipal Transactions Bureau
One West St,
Mineola, NY 11501
Phone # 516-571-3034
Fax 516-571-6604
JDelle@nassaucountyny.gov

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From: Kanowitz, Michael
Sent: Tuesday, January 17, 2017 12:15 PM
To: Delle, Jaclyn <JDelle@nassaucountyny.gov>
Cc: Grippo, Daniel P <dgrippo@nassaucountyny.gov>
Subject: Proposed Contract

Hello Jaclyn,

Please find attached a copy of a contract with modifications proposed by the vendor LabCorp.

I submitted the contract to our DSS unit and DSS attorney assigned to the unit for the purpose of review.

They found the changes were not programmatic. Are the changes acceptable to County?

The Director has responded to me as below in blue bolded letters (bolding added):

Hello Mike,

We have reviewed the proposed changes from Lab Corp. and have found that; none of Lab Corps proposed changes are programmatic .Their proposed changes only affect boiler plate contract language which would need to be followed up on with the County to see if the contractual language changes are acceptable or not.

Rhonda

Thank you for any assistance you can provide.

Best Regards,
Michael

Michael Kanowitz
Administrative Assistant

Quality Management, Research and Planning
Nassau County Department of Social Services
60 Charles Lindbergh Blvd, Suite 160
Uniondale, NY 11553-3686
Phone: (516) 227-7452
Fax: (516) 227-8363

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Office of Temporary and Disability Assistance

ANDREW M. CUOMO
Governor

SAMUEL D. ROBERTS
Commissioner

MICHAEL PERRIN
Executive Deputy Commissioner

FAX TRANSMITTAL

TO: Comm. John E. Imhof

FAX #: 516-227-8432

FROM: Tim Lane, CSSII
OTDA-CSS

FAX #: _____

DATE: 3-15-17

of PAGES (with cover sheet) 2

MESSAGE:

Genetic Testing Agreement Letter

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.



NEW YORK
STATE OF
OPPORTUNITY

Office of Temporary and Disability Assistance

ANDREW M. CUOMO
Governor

SAMUEL D. ROBERTS
Commissioner

BARBARA C. GUINN
Executive Deputy Commissioner

March 1, 2017

Commissioner John E. Imhof, Ph.D.
Nassau County Dept. of Social Services
60 Charles Lindbergh Blvd.
Uniondale, NY 11553-3686

Dear Commissioner Imhof:

Thank you for submitting for review the proposed contract between the Nassau County Department of Social Services and the Laboratory Corporation of America Holdings, Inc., for providing genetic testing services for the period January 1, 2017 to December 31, 2017.

The submitted contract appears to satisfy all Federal criteria and State requirements under Administrative Directive 10-ADM-05-P and is hereby approved by the New York State Office of Temporary and Disability Assistance (OTDA) Child Support Services.

Federal reimbursement under Title IV-D may be disallowed for any contracts determined to be deficient in satisfying the requirements.

If you have any questions regarding cooperative agreements, please contact Tim Lane toll free at 866-227-7035 or 518-408-3544.

Yours truly,

Karen A. Sicurelli
Child Support Services

cc: Rhonda Ulrich, Coordinator, Nassau Co. CSEU
Michael Cody, Chief Accountant, OTDA Finance
Holly Garcia, Associate Accountant, OTDA Finance
Timothy Lane, Child Support Specialist II, NYS CSS

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)


(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

George C Maha

Name and Title of Authorized Representative

m/d/yy



Signature

17 FEB 2007

Date

Laboratory Corporation of America Holdings

Name of Organization

1440 York Court, Burlington N.C. 27215

Address of Organization

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

COUNTY OF NASSAU

Inter-Departmental Memo

To: Budget Office

From: Michael A. Kanowitz
Planning & Research
Department of Social Services

Date: March 16, 2017

**Subject: Laboratory Corporation of America Holdings Genetic Parentage Testing Services
New Contract 2017**

Pursuant to Section 32 of the Collective Bargaining Agreement, Nassau Local 830 CSEA was notified of this Department's interest in contracting with the above vendor.

Attached please find a letter to Glen Tuifel, Assistant to the President of Nassau Local 830 CSEA, dated December 12, 2016, notifying him of the above fact. A copy of the letter was forwarded to the Nassau County Office of Labor Relations for the appropriate action. No objection letter has been received in response from Nassau Local 830 CSEA.

It is requested that the County proceed with the contract processing.

Att.
10099
132643





NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7474 Fax: 516-227-8432
Web: <http://www.nassaucountyny.gov/>

December 12, 2016

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Glen Tuifel
Assistant to the President
Nassau Local 830 CSEA
400 County Seat Drive
Mineola, New York 11501

Re. – Contract: Laboratory Corporation of America Holdings
Genetic Parentage Testing Services (New Contract 2017)

Dear Mr. Tuifel:

Pursuant to section 32 of the Collective Bargaining Agreement and as a good faith effort to advise the CSEA of the County's needs, this letter is to advise you that the Department of Social Services is considering entering into or renewing contractual services with the above vendor. Pursuant to section 32-3(a), the County's needs are described in the service provisions of the contract including but not limited to appendices and other related attachments.

If you wish to meet or discuss any aspect of this proposed contract, or to discuss alternatives to this matter, please do not hesitate to contact me with that request in writing.

Sincerely,

A handwritten signature in dark ink, appearing to be "S/" or a stylized "M.A.K.", is written above the printed name.

Michael A. Kanowitz
Quality Management, Research and Planning

cc: Keith Cromwell-Office of Labor Relations
Jerry Laricchuita, President Local 830 CSEA
Richard Dopkin, Vice President Local 830 CSEA
ENCLOSURE
13792



NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7474 Fax: 516-227-8432
Web: <http://www.nassaucountyny.gov/>

Contractor Evaluation Form

Contract Number:

Contract Name: LABORATORY CORPORATION OF AMERICA HOLDINGS

Service Provided: GENETIC PARENTING

Evaluation Period: From: January 1, 2016 To: October 31, 2016

Evaluator's Name, Title, Phone #: RHONDA ULLRICH Mgr. of Motsgy

Date: 12/27/16

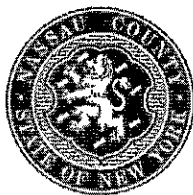
Please evaluate the contractor's performance for the evaluation period. Upon completing factors (a) through (e), provide your overall assessment of contractor performance and answer the final question. Definitions of the rating scale and rating factors are provided on the back of this form. Additional comments may be provided on a separate sheet.

RETURN THE COMPLETED FORM TO MICHAEL KANOWITZ, PLANNING & RESEARCH 227-7452

PERFORMANCE EVALUATION FACTORS	Unsatisfactory 1	Poor 2	Fair 3	Good 4	Excellent 5
a. Quality of Service					✓
b. Timeliness of Service					✓
c. Cost Effectiveness					✓
d. Responsiveness to DSS Requests					✓
e. Number of Complaints					✓
f. Problem Resolution					✓
Overall Performance Evaluation					✓

Do you recommend the contractor for future contracts? ☒ Yes ☐ No

If rated 3 or lower & Yes checked, please explain below:



U-41-17

Contract ID: CQPK17000036**Department: Parks****Capital:**

SERVICE: Lakeside Theatre concert

NIFS ID #: CQPK17000036

NIFS Entry Date: 05-JUN-17

Term: from 01-MAY-17 to 31-DEC-17

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: Swingtime Big Band	Vendor ID#: [REDACTED]
Address: [REDACTED] [REDACTED]	Contact Person: Steven Shaiman
	Phone: [REDACTED]

Department:
Contact Name: Eileen Krieb
Address: Administration Bldg. Eisenhower Park East Meadow, NY 11554 Phone: 516-572-0378

Routing Slip

Department	NIFS Entry: X	08-JUN-17 -- PABUFFOLINO
Department	NIFS Approval: X	09-JUN-17 -- LBARKER
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	09-JUN-17 -- RDALLEVA
OMB	NIFS Approval: X	09-JUN-17 -- MSEIDLER
County Atty.	Insurance Verification: X	09-JUN-17 -- AAMATO
County Atty.	Approval to Form: X	09-JUN-17 -- DMCDERMOTT
Dep. CE	Approval: X	23-JUN-17 -- CRIBANDO

Leg. Affairs	Approval/Review: X	12-JUN-17 -- MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: To provide a musical performance of at Lakeside Theatre, Eisenhower Park on June 30th from 8:00pm-10:00pm
Method of Procurement: Each artist and musical performer, possesses such individual skills that they cannot be evaluated through a competitive bidding process. In fact, an increasing number of states, municipalities and sub-divisions have codified the determination that entertainers and artists are considered sole source. These include the New York City Department of Education, the States of Virginia and West Virginia, the District of Columbia, and several state universities, among others.
Procurement History: The talent has been providing quality programming to the general Nassau County public each summer since the late 1960s.
Description of General Provisions: One musical performance of 2 hour duration on July 14, 2017 at Lakeside Theatre., Eisenhower Park Total cost: \$3000.00
Impact on Funding / Price Analysis: Impact on Funding / Price Analysis: None- Hotel/Motel Tax Grant Program \$3000.00 Impact on Funding / Price Analysis: None- Hotel/Motel Tax Grant Program \$3000.00 None- Hotel/Motel Tax Grant Program \$3000.00
Change in Contract from Prior Procurement: n/a
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	gen	Revenue		1	pkgen1800de500	\$ 3,000.00
Control:	pk	Contract:				\$ 0.00
Resp:	gen1800	County	\$ 0.00			\$ 0.00
Object:	de500	Federal	\$ 0.00			\$ 0.00
Transaction:	103	State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 3,000.00			\$ 0.00

RENEWAL		TOTAL	\$ 3,000.00		TOTAL	\$ 3,000.00
% Increase						
% Decrease						



Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Swingtime Big Band

2. Dollar amount requiring NIFA approval: \$3000

Amount to be encumbered: \$3000

This is a New

If new contract - \$ amount should be full amount of contract

If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 5/1/17-12/31/17

Has work or services on this contract commenced? N _____

If yes, please explain:

4. Funding Source:

General Fund (GEN)

Grant Fund (GRT)

Capital Improvement Fund (CAP)

X Other

Federal % 0

State % 0

County % 0

Is the cash available for the full amount of the contract?

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

To provide a musical performance of at Lakeside Theatre, Eisenhower Park on June 30th from 8:00pm-10:00pm

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature Not Applicable

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Date	Amount

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

RDALLEVA

09-JUN-17

Authenticated User

Date

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

☐ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Authenticated User

Date

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User

Date

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU
COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS
AND SWINGTIME BIG BAND

WHEREAS, the County has negotiated a personal services agreement with Swingtime Big Band to perform a musical performance at Lakeside Theatre, Eisenhower Park, on June 30, 2017, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Swingtime Big Band.

George Maragos
Comptroller



Redacted
Copy

OFFICE OF THE COMPTROLLER

240 Old Country Road
Mineola, New York 11501

**COMPTROLLER APPROVAL FORM FOR PERSONAL,
PROFESSIONAL OR HUMAN SERVICES CONTRACTS**

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Swingtime Big Band

CONTRACTOR ADDRESS: [REDACTED]

FEDERAL TAX ID #: [REDACTED]

Instructions: Please check the appropriate box ("☐") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller's Office and one member of the County Executive's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____, [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

_____, [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☒ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☒ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

Instructions with respect to Sections VII, VIII and IX: All Departments must check the box for VII. Then, check either box Section VIII or IX, as applicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☒ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☒ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41*, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature



Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

EDWARD P. MANGANO
COUNTY EXECUTIVE



BRIAN NUGENT
CHIEF DEPUTY COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554

May 26, 2017

SERVICE: Personal Services Contract for Lakeside Theatre Programming:
Swingtime Big Band
Re: June 30 at Lakeside Theatre

The above contractor will retain, produce and direct the professional musical performance of the Swingtime Big Band for the residents of Nassau County at the Harry Chapin Memorial Lakeside Theatre, Eisenhower Park for the above mentioned concert.

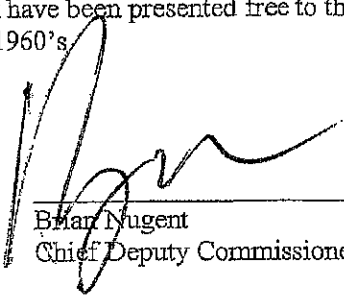
The compensation to this presenter is consistent with fees for unique artistic presentations of this kind.

This contractor has a long and successful career presenting vintage dance music throughout the Long Island and Metropolitan Area. This group is comprised of local musicians, including students, professional musicians and music teachers. The Swingtime Big Band concerts are well attended and sought after by the Nassau County concert going public.

Each artist and musical performer, possesses such individual skills that they cannot be evaluated through a competitive bidding process. In fact, an increasing number of states, municipalities and sub-divisions have codified the determination that entertainers and artists are considered sole source. These include the New York City Department of Education, the States of Virginia and West Virginia, the District of Columbia, and several state universities, among others.

These services cannot be provided by any staff currently employed by the County.

Performances at Lakeside Theatre in Eisenhower Park have been presented free to the Nassau County public since the Theater's creation in the late 1960's.



Brian Nugent
Chief Deputy Commissioner

Exhibit A



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NONE

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated:

5/18/2017

Vendor:

Swingtime Big Band, Inc.

Signed:

[Signature]

Print Name:

Steven Shuman

Title:

President / CEO

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Steven D. Shaiman
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address same
City/state/zip same
Telephone [REDACTED]
Other present address(es) _____
City/state/zip _____
Telephone [REDACTED]
List of other addresses and telephone numbers attached _____

2. Positions held in submitting business and starting date of each (check all applicable)
President 5/11/2006 Treasurer _____
Chairman of Board _____ Shareholder _____
Chief Exec. Officer 5/11/2006 Secretary _____
Chief Financial Officer _____ Partner _____
Vice President _____
(Other) _____

3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO _____ If Yes, provide details. 51%
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES _____ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES _____ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ☐ NO ☒
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency? YES ☐ NO ☒ If Yes, provide details for each such instance.
- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ☐ NO ☒ If Yes, provide details for each such instance.
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ☐ NO ☒ If Yes, provide details for each such instance.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ☐ NO ☒ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If "Yes", provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

- a) Is there any felony charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
- b) Is there any misdemeanor charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
- c) Is there any administrative charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ☐ NO ☒ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO ☒ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ☒ If Yes, provide details for each such occurrence.

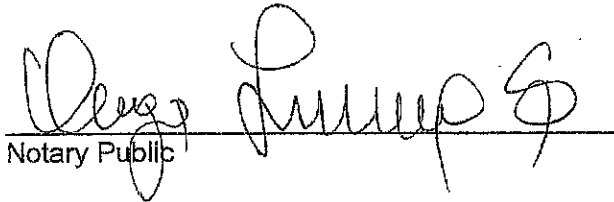
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ☒ If Yes, provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ☒ If Yes, provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ☒ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Steven Shaiman, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

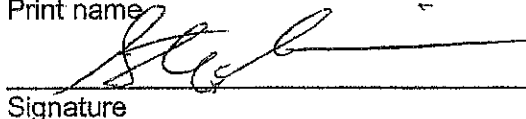
Sworn to before me this 18 day of May 2017.


Notary Public

OLGA LINEROS
Notary Public, State of New York
No. 01LI6152428
Qualified in Queens County
Commission Expires Nov. 04, 2018

SWINGTIME BIG BAND, INC.
Name of submitting business

Steven D. Shaiman
Print name


Signature

President/CEO
Title

5 / 18 / 2017
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Thomas F. Pergola
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address [REDACTED]
City/state/zip [REDACTED]
Telephone [REDACTED]
Other present address(es) _____
City/state/zip _____
Telephone [REDACTED]
List of other addresses and telephone numbers attached _____

2. Positions held in submitting business and starting date of each (check all applicable)
President / / Treasurer / /
Chairman of Board 5/11/2006 Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / / Partner / /
Vice President / /
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details. 49%
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ☐ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ☒
 If Yes, provide details:

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
 Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency? YES ___ NO ☒ If Yes, provide details for each such instance.
- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ___ NO ☒ If Yes, provide details for each such instance.
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ☒ If Yes, provide details for each such instance.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ___ NO ☒ If Yes, provide details for each such instance:

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

- a) Is there any felony charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
- b) Is there any misdemeanor charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
- c) Is there any administrative charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ☒ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO ☒ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ☒ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ☒ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ☒ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ☒ If Yes; provide details for each such instance.

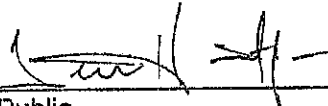
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ☒ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS; AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Thomas F. Perside, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

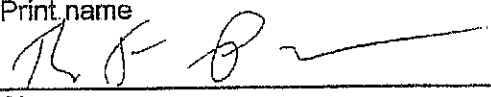
Sworn to before me this th 17 day of May 2017


Notary Public

TREVOR HINTZEN
NOTARY PUBLIC STATE OF NEW YORK
Expires 5/28/17 01HI6282481

7. Swirstim-bis-boul, Inc.
Name of submitting business

Thomas F. Perside
Print name


Signature

Chairman of Board
Title

5 / 17 / 2017
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 5/18/2017

1) Proposer's Legal Name: Swingtime Big Band, Inc.

2) Address of Place of Business: [REDACTED]

List all other business addresses used within last five years:

none

3) Mailing Address (if different): none

Phone: [REDACTED]

Does the business own or rent its facilities? own

4) Dun and Bradstreet number: none

5) Federal I.D. Number: [REDACTED]

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☒ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ☐ No ☒ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details. _____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No ☒ Yes ☐ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No ☒ Yes ☐ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ☒ Yes ☐ If Yes, provide details for each _____

such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No ☒ Yes ____ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ☒ Yes ____ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ☒ Yes ____; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ☒ Yes ____ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____

No conflict exists

- b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

In the event
a conflict arises, the County will be
notified to make a Determination

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

see
attached

- B. Indicate number of years in business. 12 years

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company MUSIC Mountain (Summer Festival)

Contact Person Nicholas Gordon

Address [REDACTED]

City/State [REDACTED]

Telephone [REDACTED]

Fax # [REDACTED]

E-Mail Address [REDACTED]

Company Carl Schurz Park (Summer Sounds Series)

Contact Person Ann Meschery

Address [REDACTED]

City/State [REDACTED]

Telephone [REDACTED]

Fax # [REDACTED]

E-Mail Address [REDACTED]

Company Madison Theatre at Molloy College

Contact Person Angelo Fraboni

Address [REDACTED]

City/State [REDACTED]

Telephone [REDACTED]

Fax # [REDACTED]

E-Mail Address [REDACTED]

CERTIFICATION

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I, Steven Shaiman, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 18 day of May ~~2016~~ 2017.

[Signature]
Notary Public

OLGA LINEROS
Notary Public, State of New York
No. 01LI6152428
Qualified in Queens County
Commission Expires Nov. 04, 2018

Name of submitting business: Swingtime Big Band, Inc.

By: Steven Shaiman

[Signature]
Print name

Signature

President / CEO

Title

5 / 18 / 2017
Date



Authentic Swing in Living Color

Fact Sheet / CV

- Swingtime Big Band formed in September 2005 (as an immediate successor to the defunct Stardusters Big Band (operating from 1973-2005) before leader retired,
- Swingtime Big Band, Inc registered in May 2006 as a private corporate entity based in Nassau County, New York (and remains operational through the present), so as of this month, we have been in business as a corporation for 11 (eleven) years
- Steven D. Shaiman (69 Mellow Lane, Westbury, NY 11590) is President and CEO, as well as Artistic Director and Bandleader, and 51% shareholder
- Thomas F. Pergola (360 East 88th Street, #4D, New York, NY 10128) is Chairman of the Board, and 49% shareholder
- Authentic Swing-Era Big Band has twenty regular members (five reeds, four trumpets, four trombones, piano, guitar, bass and drums, plus two featured vocalists and the bandleader on stage), as well as upwards of fifty rotating guest musicians. (Guest players perform with the ensemble on an as-needed basis, based on regular members' availability. NOTE: All musicians perform as independent contractors, and are, therefore, not employees of the organization.)
- Annual Gross Revenue based on 2016 tax return is \$61,243

ABOUT SWINGTIME BIG BAND:

Dedicated to the performance of America's greatest popular standards, **SWINGTIME BIG BAND** is a 20-piece authentic jazz band comprised of master interpreters of music from the Swing Era (mid-1930's through early 1950's). Hailed by *The New York Times* as "Musicians who make the sounds of the pre-rock era rock," and by *Newsday* as "Long Island's leading professional big band...dedicated to the Great American Songbook," the ensemble specializes in performing Big Band classics as originally recorded, bringing to life the style and the spirit of this uniquely American music for today's audiences to experience in living color. In recognition of the band's efforts in "perpetuating, promoting & performing with integrity the sounds of the Big Band Era," the Big Band Hall of Fame officially recognized **SWINGTIME** in 2007 as "Ambassadors of Big Band Music."

Swingtime is the only Long Island-based band ever to be invited to perform at Lincoln Center for their renowned Midsummer Night Swing Festival, resulting in a total of five performances on that grand stage. **SWINGTIME BIG BAND** stays busy spreading the gospel of swing music year-round, with public and private concerts, ballroom dance engagements, and performances at Music Festivals throughout the greater New York Tri-State area and Pennsylvania.

SEE ATTACHED FLYER AND FULL ENSEMBLE BIO, PLUS DETAILED PERFORMANCE HISTORY AND PRESS CLIPPINGS.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Swingtime Big Band, Inc.

Address: [REDACTED]

City, State and Zip Code: [REDACTED]

2. Entity's Vendor Identification Number: [REDACTED]

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☐ Closely Held Corp ☒ Private Corp ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Steven Shaiman - President / CEO / Artistic Dir. (address above)

Thomas Pergola - Chairman of Board

[REDACTED]

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

None

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence -- or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

None

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 5/18/2017

Signed:

Print Name: Steven Shaiman

Title: President / CEO

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

CONTRACT FOR SERVICES

THIS AGREEMENT, made as of the date this agreement is last executed by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Parks, Recreation & Museums, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and the Swingtime Big Band, having its principal address at [REDACTED] (the "Performer" or "Contractor").

WITNESSETH:

WHEREAS, the County has received funding from the State of New York pursuant to State Tax Law §1202-q and appropriated said funds to the Department in accordance with said law in order to improve and advance the marketability of cultural and historic attractions located in the County;

WHEREAS, the Performer desires to perform the services described in this Agreement,

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on May 1, 2017 and shall terminate on December 31, 2017, or upon the completion of the Program as that term is defined below in Section 2, unless sooner terminated as provided for herein.

2. Program. (a) The Performer is hereby retained to perform one (1) live musical performance by Swingline Big Band on June 30, 2017 from 8:00pm-10:00pm at Lakeside Theatre, Eisenhower Park (the "Program").

(b) The Performer must appear for a sound check on the day of the Program, at a time to be determined by the Department, and must appear at least sixty (60) minutes prior to the commencement of the program. The Performer will not receive its compensation in the event it fails to appear as stated herein.

(c) The County shall supply venue stage and sound.

(d) The Performer shall be responsible, at its own cost and expense, for supplying the Performer's set-up, breakdown, and backline. Breakdown shall commence immediately after the completion of the performance.

(e) At least ten (10) days prior to the Program, the Performer shall provide to the Department the Program's complete production details and stage plot.

3. Payment.

(a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the services under this Agreement shall not exceed **Three Thousand Dollars (\$3,000.00)** for both concerts. This amount is inclusive of any and all expenses including travel and rehearsal and shall be payable as follows:

(i) An advance payment of fifty (50%) percent of the maximum amount (\$1,500.00), payable to the Performer upon the execution of this Agreement and submission of the payment voucher(s) as herein described. Payment of this advance amount shall be contingent upon submission of the standard County claim voucher (the "Voucher") pursuant to subsection (b) of this section.

(ii) The final payment for the balance due (\$1,500.00) shall be payable to the Performer and shall be paid after the completion of the performance. In the event the program is not completed in accordance with this Agreement, the Performer shall be liable to the County for the immediate return of both the advance payment and bank check representing the final payment.

(b) Vouchers; Voucher Review, Approval and Audit. All Payments shall be made in accordance with Section 3(a) above and shall be contingent upon (i) the Performer submitting Vouchers in a form satisfactory to the County that: (a) states with reasonable specificity the services to be provided and the payment requested as consideration for such services, (b) certifies that the services to be rendered and the payment requested are in accordance with this Agreement; and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the parties and any funding source including the County.

(d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Performer following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, and (ii) authorized by this Agreement to be performed. The Performer will receive no payments respecting any services performed after the Performer received notice of termination from the County.

(e) Non-Completion. Unless otherwise specifically addressed elsewhere in this Agreement, in the event the Agreement is terminated, or the Program cancelled for any reason prior to the completion of the Program, the Performer shall immediately return any and all payments that the Performer has received. The re-payment shall be made within seven (7) days from the notice of cancellation or when the performance was due, whichever is sooner.

4. Independent Contractor. The Performer is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Performer (a "Performer Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As

used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, Performer, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Performer shall comply and shall cause all Performer Agents to comply with any and all applicable Federal, State and local Laws, including, but not limited to, those relating to the reproduction or performance of proprietary or copyrighted materials and works of third parties and to the protection of the intellectual property rights associated with such work, conflicts of interest, discrimination, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Records Access. The parties acknowledge and agree that all records, information and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The parties acknowledge that Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Performer of such request prior to disclosure of the Information so that the Performer may take such action as it deems appropriate.

7. Minimum Service Standards. Regardless of whether required by Law:

(a) The Performer shall, and shall cause all Performer Agents to conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property. The Performer shall prominently display on the home page of the Performer's website its scheduled performance at the Holiday Spectacular.

(b) The Performer shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Performer operates. The Performer shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Performer Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Performer shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, agents, volunteers and representatives (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Performer or a Performer Agent, regardless of whether due to

negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Performer shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Performer shall indemnify, defend, protect and hold harmless the Indemnified Parties from and against any and all Losses arising from the use by the Performer of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing shall apply regardless of the means of publication or performance by the Performer, and shall include without limitation the use of recordings, audio broadcasts, video broadcasts and all other publication or performances whatsoever, whether now known or developed after the date of this Agreement.

(c) The Performer shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Performer's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Performer are responsible under this Section, and, further to the Performer's indemnification obligations, the Performer shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(d) The Performer shall, and shall cause all Performer Agents to cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Performer and/or a Performer Agent in connection with this Agreement.

(e) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. A waiver of subrogation is granted in favor of the County of Nassau.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State who maintain an A.M. Best rating of at least A- and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

IMPORTANT: a Certificate of Insurance is to be issued to the County of Nassau on an acceptable form which shows that the coverage has been obtained and that the County will be given ten (10) days of notice of cancellation.

The following must be on Certificate of Insurance to be valid and acceptable for Nassau County Department of Parks, Recreation and Museums:

Insured:

Swingline Big Band
69 Mellow Lane
Westbury, NY 11590

Description of Operations:

The Certificate holder, Nassau County, is included as Additional Insured for a musical performance.

Date: June 30, 2017 at Lakeside Theatre Eisenhower Park, East Meadow, New York 11554

Certificate Holder:

County of Nassau
1550 Franklin Avenue
Mineola, New York 11501

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon ten (10) days' written notice to the Contractor (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement, (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Performer. This Agreement may be terminated by the Performer if performance becomes impracticable through no fault of the Performer where the impracticability relates to the Performers ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Performer delivering to the commissioner or other head of the Department (the "Commissioner"), at least thirty (30) days prior to the termination date (or a shorter period if thirty days' notice is impossible), a notice stating (i) that the party is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the party's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

12. Accounting Procedures; Records. The Performer shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Performer is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, the Performer shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Performer shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Performer shall allege that

the above-described actions and inactions preceded the Performer's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Performer is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Performer uses a Performer Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Performer Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Performer shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Performer, to the attention of the person who executed this Agreement on behalf of the Performer at the address specified above for the Performer, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable; the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Miscellaneous.

(a) The Performer hereby acknowledges and agrees that the Department shall have sole discretion in determining whether the Program should be cancelled due to inclement weather or other dangerous or emergency condition. The decision to cancel the Program due to inclement weather or other dangerous or emergency condition may be made by the Department up to one half (1/2) hour before the commencement of the Program. In the event the Program is cancelled due to inclement weather or other dangerous or emergency condition, not caused by the Performer, the Performer shall be paid in full, provided the Performer was willing and able to perform, appeared at the sound check and at the venue prior to the Program being cancelled. In the event that the program is cancelled prior to the Performer performing as stated in this section, the Performer shall return all payments received by the Performer pursuant to Section 3, above.

(b) The Performer grants the Department a limited, non-exclusive, license to use the Performer's name, image and Trademark (as hereinafter defined) in connection with advertising, promotion and/or publicity for the Program. Without the prior written approval by the Department, the County and Department's Trademark shall not be used in connection with the Performers own promotion and advertisement of the Program. For this Agreement, the term "Trademark" shall include name, trade names, service marks, logos, symbols, design image, seals, flag and symbols.

(c) Each party will bear the cost of its own development, production, promotion and distribution of their respective promotional materials. Each party warrants that their respective promotional materials will be of high standard, style, appearance and quality so as not to reflect adversely upon the good names of the parties.

(d) The Performer represents and warrants that it is the authorized agent for the Performer and has the authority to enter into this Agreement on the behalf of the Performer and agrees that as the authorized agent, by executing this Agreement, the Performer shall be bound by the terms and conditions contained herein. The Performer further acknowledges and agrees for the purposes of undertaking this Agreement each shall be jointly and severally liable to third parties, including, but not limited to, the County, for the acts or omissions of the Performer.

(e) Performer acknowledges that the Nassau County Executive shall make introductory remarks at the beginning of the Program.

(f) The Performer shall make itself available for photographs prior to the performance.

(g) All authorized County personnel and Contractors shall have unrestricted access to the backstage areas and all other areas required to be accessed during the Program. The Commissioner of Parks or his representative shall make any determination as to those employees and/or Contractors who shall have such access.

(h) All final decisions respecting stage and set decorations shall be made by the Commissioner or his designated representative, in his sole discretion.

20. Streaming Video. The Performer and/or Performer hereby acknowledge that the County, in its sole discretion, may elect to stream the performance live over the Nassau County website for the benefit of Nassau County residents.

21. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

22. Administrative Service Charge. The Contractor has no obligation to pay the County an administrative service charge of One Hundred Sixty Dollars (\$160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006, since the Contract is for less than \$5000.

23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, the Performer and the County have executed this Agreement as of the date first above written.

SWINGLINE BIG BAND

By: _____

Name: Steven Shaiman

Title: President / CEO

Date: 5/18/2017

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

(or) _____ Chief Deputy County Executive

(or) _____ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

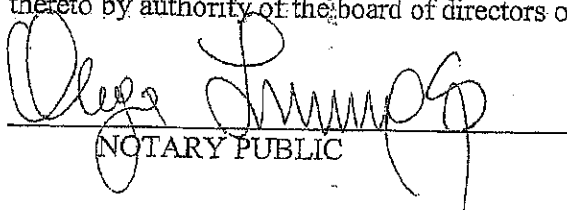
STATE OF NEW YORK)

)ss.:

COUNTY OF ~~NASSAU~~

Queens

On the 18 day of May in the year 17 before me personally came Steven Shaiman to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President of Swingtime Big Band Inc the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.


NOTARY PUBLIC

OLGA LINEROS
Notary Public, State of New York
No. 0116152428
Qualified in Queens County
Commission Expires Nov. 04, 2018

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year ____ before me personally came _____ to me personally known, who, being duly sworn, did depose and said that (s)he resides in _____ County; that (s)he is the County Executive or _____ Chief Deputy County Executive or _____ Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.

NOTARY PUBLIC



CERTIFICATE OF LIABILITY INSURANCE

05/18/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Lockton Affinity, LLC
P.O. Box 879610
Kansas City, MO 64187-9610

CONTACT

NAME: Lockton Affinity, LLC

PHONE

(A/C, No, Ext)

FAX

(A/C, No)

E-MAIL

ADDRESS:

INSURED

Swingtime Big Band

INSURER(S) AFFORDING COVERAGE**NAIC #**

INSURER A: Philadelphia Indemnity Insurance

18058

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	PHPR1644181	04/07/2017	04/07/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate holder, Nassau County, is included as Additional insured for (Scope of Project) pursuant to the written contract Date(s) of Service(s)/Event(s): Friday, June 30, 2017 Location(s): Eisenhower Park - Chapin Lakeside Theatre, East Meadow, NY

CERTIFICATE HOLDER**CANCELLATION**

County of Nassau

2378839

1550 Franklin Avenue

Mineola, New York 11501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NASSAU COUNTY LEGISLATURE

11th TERM MEETING AGENDA

RULES COMMITTEE

JULY 10, 2017 1:00 PM

Norma Gonsalves – Chairwoman
Richard Nicoletto– Vice Chairman
Vincent Muscarella
Howard Kopel
Kevan Abrahams – Ranking
Delia DeRiggi-Whitton

Michael C. Pulitzer, Clerk of the Legislature

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
A-22-17	PR	R	<u>RESOLUTION NO. -2017</u> A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF NASSAU COUNTY POLICE DEPARTMENT ASSET FORFEITURE BUREAU AND INDEPENDENT EQUIPMENT CORP. A-22-17
A-29-17	PR	R	<u>RESOLUTION NO. -2017</u> A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND FELDMAN LUMBER US-LBL, LLC. A-29-17
A-31-17	PR	R	<u>RESOLUTION NO. -2017</u> A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND FELDMAN LUMBER US-LBL, LLC. A-31-17
A-32-17	PR	R	<u>RESOLUTION NO. -2017</u> A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND FELDMAN LUMBER US-LBL, LLC. A-32-17
A-35-17	PR	R	<u>RESOLUTION NO. -2017</u> A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT AND AXON ENTERPRISE, INC. A-35-17
E-154-17	CC	R	<u>RESOLUTION NO. -2017</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE COUNTY SHERIFF'S DEPARTMENT, AND NASSAU HEALTH CARE CORPORATION. E-154-17

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
E-155-17	CC	R	<u>RESOLUTION NO. -2017</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE COUNTY SHERIFF'S DEPARTMENT, AND COMMUNITY ORIENTED CORRECTIONAL HEALTH SERVICES. E-155-17
E-156-17	DA	R	<u>RESOLUTION NO. -2017</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DISTRICT ATTORNEY AND MID ISLAND ANIMAL HOSPITAL. E-156-17
E-157-17	IT	R	<u>RESOLUTION NO. -2017</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE COUNTY DEPARTMENTS OF HEALTH, SOCIAL SERVICES AND HUMAN SERVICES AND VENTEK, INC. E-157-17
E-158-17	PK	R	<u>RESOLUTION NO. -2017</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND PHILIP CITRON, INC. E-158-17
U-40-17	SS	R	<u>RESOLUTION NO. -2017</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES AND THE LABORATORY CORPORATION OF AMERICA HOLDINGS. U-40-17
U-41-17	PK	R	<u>RESOLUTION NO. -2017</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND SWINGTIME BIG BAND. U-41-17
			THE FOLLOWING ITEMS MAY BE UNTABLED

Clerk Item No.	Proposed By	Assigned To	<u>Summary</u>
A-4-16	PR	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO REQUEST OVERSIGHT OF A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF VARIOUS NASSAU COUNTY DEPARTMENTS AND HVAC INC. A-4-16
B-4-16	PW	R	<u>RESOLUTION NO. -2016</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND R. J. INDUSTRIES, INC. B-4-16
E-132-17	OMB	R	<u>RESOLUTION NO. -2017</u> A RESOLUTION AUTHORIZING THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF MANAGEMENT AND BUDGET, TO PROCEED WITH KPMG LLP ON TASKS II, III, AND IV AS SET FORTH IN COUNTY CONTRACT NUMBER CQBU16000005. E-132-17
E-141-17	ME	R	<u>RESOLUTION NO. -2017</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE MEDICAL EXAMINER, AND PETER M. FARMER, M.D. E-141-17
E-142-17	ME	R	<u>RESOLUTION NO. -2017</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE MEDICAL EXAMINER, AND RICHARD SERCHUK, D.D.S.E-142-17
U-13-17	HI	R	<u>RESOLUTION NO. -2017</u> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY OFFICE OF HOUSING AND HOMELESS SERVICES AND LESLIE FRANCIS, ESQ. U-13-17